

**ZB# 93-1**

**House of Apache /  
Monro Muffler**

**70-1-2.1**

Prelim

Mar. 8, 1993.

(Greg to order list.)

Need: Copy of

- ① Need + here
- ② Title Policy + here.
- ③ Photos - Typical w/signs.

Applications furnished

Notice to Sentinel 3/9/93 +  
Fees paid

Public Hearing:

March 22, 1993.

Area & Sign Variance

Approved

MADE IN U.S.A.

NO. 753 1/3

ESSELTE

Oxford®

93-1 - <sup>House of</sup> Apache/Monro Muffler  
Brake

TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

# GENERAL RECEIPT

13206

Received of Drake Sommerholl Taylor March 15 1993  
Catania \$ 150.00

One Hundred Fifty and 00/100 DOLLARS

For 3BA Variance Application Fee 93-1 Morris  
Muffler Brake

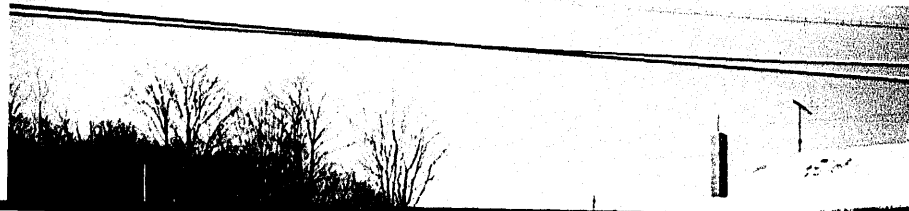
DISTRIBUTION:

FUND	CODE	AMOUNT
CP# 0032095		50.00
CP# 0032141		100.00
		\$150.00

By Pauline J. Townsend  
ci

Town Clerk  
Title

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564



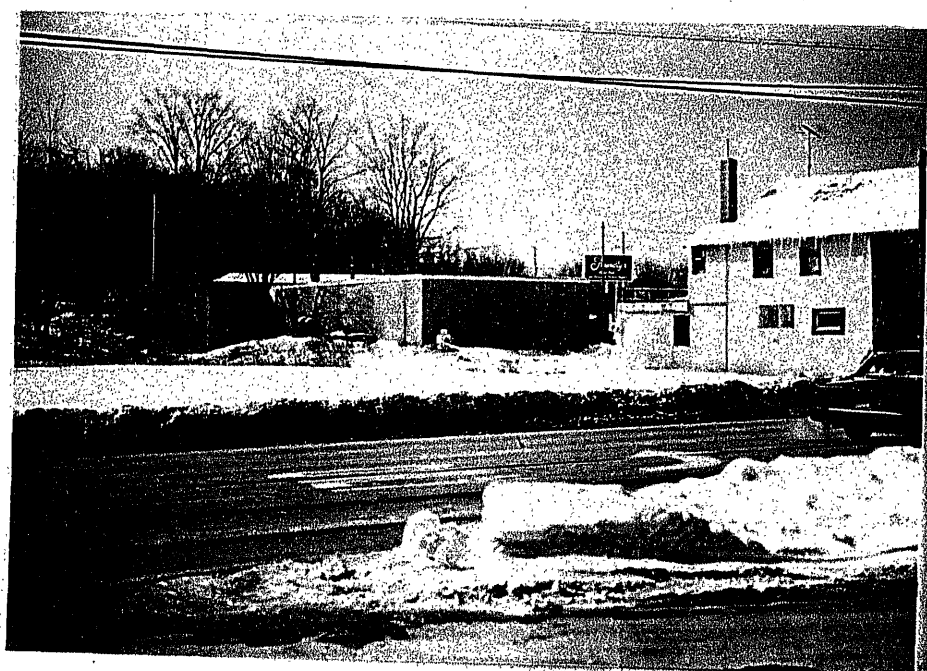
CP#102 - Boyle, Kevin

40,000 Bay

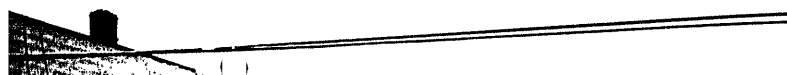
CP# 0032095		50,00
CP# 0032141		100,00
		\$150,00

• WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564

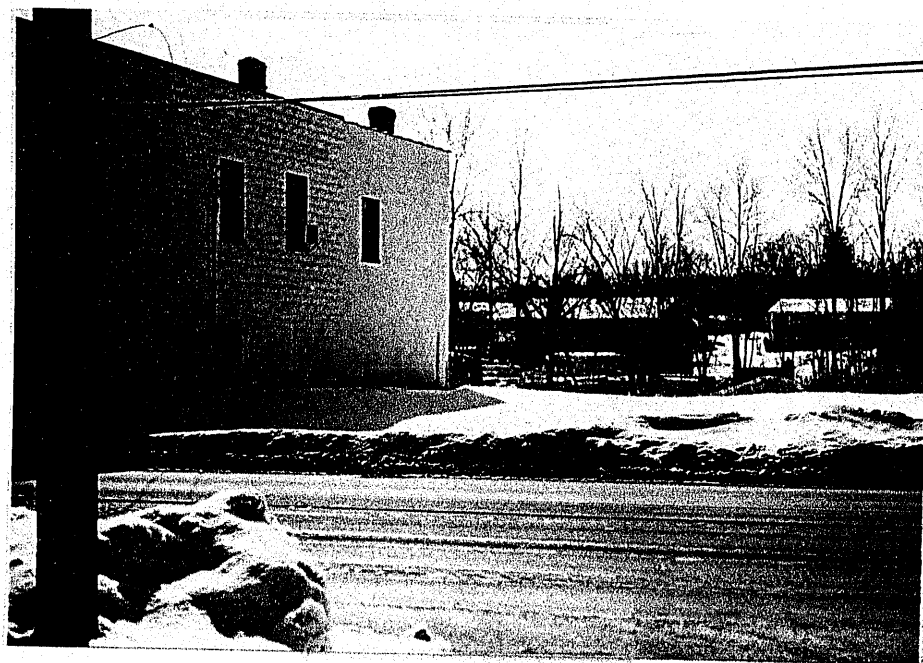
By \_\_\_\_\_ Title  
Town Clerk



1/11/1968  
Bade



Male



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: House of Apache /  
Monro Maffley Brak

FILE # 93-1

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE . . . . . \$ 150.00

\* \* \* \* \*

*Paid*  
*CK # 03214 /*  
*432095*

ESCROW DEPOSIT FOR CONSULTANT FEES . . . . . \$ 250.00

*paid*  
*CK # 0032094-*  
*3/10/93.*

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 3/8/93 - 8 pages . . . \$ 36.00  
2ND PRELIM. MEETING - PER PAGE . . . \$             
3RD PRELIM. MEETING - PER PAGE . . . \$             
PUBLIC HEARING - PER PAGE 3/22/93 - 24 pages . . . \$ 108.00  
PUBLIC HEARING (CONT'D) PER PAGE . . . \$             
TOTAL . . . . . \$ 144.00

ATTORNEY'S FEES:

PRELIM. MEETING -	<u>.3</u>	HRS.		\$	<u>          </u>
2ND PRELIM.	<u>          </u>	HRS.		\$	<u>          </u>
3RD PRELIM.	<u>          </u>	HRS.		\$	<u>          </u>
PUBLIC HEARING	<u>.4</u>	HRS.		\$	<u>          </u>
PUBLIC HEARING	<u>          </u>	HRS. (CONT'D)		\$	<u>          </u>
FORMAL DECISION	<u>1.6</u>	HRS.		\$	<u>          </u>
TOTAL HRS.		<u>2.3</u>	@ \$ <u>150.00</u>	PER HR.	\$ <u>345.00</u>
TOTAL . . . . .					\$ <u>345.00</u>

MISC. CHARGES:

\_\_\_\_\_. . . . . \$             
TOTAL . . . . . \$ 489.00

LESS ESCROW DEPOSIT . . . \$ 250.00  
(ADDL. CHARGES DUE) . . . \$ 239.00  
REFUND TO APPLICANT DUE . . . \$           

*paid*

-----X

In the Matter of the Application of

HOUSE OF APACHE/MONRO MUFFLER BRAKE

DECISION GRANTING  
AREA/SIGN  
VARIANCES

#93-1.

-----X

WHEREAS, HOUSE OF APACHE PROPERTIES, INC., 52 Elm Street, Huntington, N. Y. 11743, owner, and MONRO MUFFLER BRAKE, INC., 2340 Brighton Henrietta Town Line Road, Rochester, N. Y. 14623, proposed lessee, have made application before the Zoning Board of Appeals for the following variances: 156 s.f. lot area, 8 ft. lot width, 5 ft. side yard, 11 ft. 8 in. building height, 80 s.f. sign area for free-standing sign, 3 ft. sign height for free-standing sign, 127 s.f. sign area for wall-mounted sign, and 1 ft. for vertical dimension of wall-mounted sign, in order to construct a muffler and brake shop located west of former ambulance building on Route 94, Vails Gate, in a C zone; and

WHEREAS, a public hearing was held on the 22nd day of March, 1993, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant was represented at said public hearing by James R. Loeb, Esq. of Drake, Sommers, Loeb, Tarshis & Catania, P. C., Gregory Shaw, P. E. of Shaw Engineering, George Jarrett from Monro Muffler Brake, Inc., and Eldred Carhart, real estate broker and appraiser, all of whom spoke in support of the application; and

WHEREAS, there were six (6) spectators present at the public hearing who spoke in connection with the application, to wit, Sam Leonardo, as owner of an adjacent parcel of property who was concerned about the location of the recycling bin approximately 10 ft. from his property line, but who was not opposed to the application; and Constantine Leonardo, who concurred with Sam Leonardo and was not opposed to the application; and Carmen Andriollo, who was not opposed to the application; and Phil Melore, who resides on residential property to the rear of the subject site and who was opposed to the application due to water problems in the area and noise from the proposed operation early in the morning; and Ed Lekis, who also resides on the residential property to the rear of the subject site and who was also opposed to the application because of the potential aggravation of the water problems in the area and the traffic which will also adversely affect the neighboring residential properties; and Chandra Wynder who also resides on the residential property to the rear of the subject site and who was also opposed to the application because of the aforesaid impacts; and

WHEREAS, the application was also opposed by Joan A. Shedden, Director of the Central Academy of Beauty Culture, who



forwarded her letter on March 15, 1993 in opposition to the variance, but which did not state any reason for such opposition; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations relating to lot area, lot width, side yard, building height, and sign area for free-standing sign, sign height for free-standing sign, sign area for wall-mounted sign, and vertical dimension of wall-mounted sign in order to construct a muffler and brake shop on Route 94 in a C zone.

3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable lot area, lot width, side yard, and more than the allowable building height, sign area for free-standing sign, sign height for free-standing sign, sign area for wall-mounted sign, and vertical dimension of wall-mounted sign would be required in order to allow the construction of the proposed muffler and brake shop on the lot owned by the applicant, HOUSE OF APACHE, which otherwise would conform to the bulk regulations in the C zone.

4. The evidence presented on behalf of the applicant indicated that lot size and dimensions were established long ago and are only marginally deficient in relation to the current bulk regulations. The proposed building size and footprint are the minimum deemed necessary by the applicant for an efficient, profitable operation. The specific building location was chosen to make optimum utilization of available space on the lot, as well as to facilitate access by fire and emergency vehicles. This configuration also permits the necessary aisle width and storage of vehicles to the rear of the building. While it is possible that other building signs, footprints and property configuration might eliminate the need for some area variances, it is the finding of this Board that, on balance, they would not better serve the public health, safety and welfare, nor would they meet all of the foregoing objectives as well.

5. This Board notes the concerns of the neighbors in the residential property to the rear of the subject site regarding water problems, noise and traffic. It appears that there are existing water problems in the area which have been ongoing for a number of years while the applicants' land remained vacant. The said problems are a result of conditions in the area which are not caused solely by the applicants' property in its now-undeveloped state, nor are they solvable solely by the applicants if they are able to develop their property. The development of the applicants' property should not aggravate the existing drainage problem but they cannot be required to solve single-handedly drainage problems in the area which originate

from problems outside the bounds of their lot. The applicants have been made aware of the existing water problems and have several alternatives for addressing the same. It is the finding of this Board that the Planning Board, which must conduct a site plan review, as well as grant a special permit for the proposed use by the applicants, will adequately review and address the concerns raised by the neighbors concerning the water problems, noise and traffic. Nothing in the record presented to this Board leads it to find that the aforesaid concerns are of such magnitude that they are not solvable and would so dramatically and adversely impact the public health, safety and welfare as to require the denial of the instant area variance application. Similarly the Planning Board will address the appropriate screening of the recycling bin.

6. The evidence presented by the applicants' real estate expert indicated that the neighborhood around the subject site is devoted to retail services. The proposed service business of Monro Muffler Brake is a harmonious use which is a permitted use if a special permit is granted by the Planning Board.

7. Given these factors, it is the finding of this Board that the proposed use will not have an adverse effect on property values in the neighborhood.

8. The evidence presented by applicant substantiated the fact that the variances, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since applicants' proposed use will fit in well with the other commercial establishments in the neighborhood.

9. Applicant's proposed sign area exceeds the bulk regulations for freestanding signs in the C zone by 80 s.f. sign area and by 3 ft. sign height, bulk regulations for wall signs by 127 s.f. sign area and by 1 ft. for vertical dimension. Variances for more than the allowable sign area, sign height and vertical dimension are required in order to allow the signs which are proposed.

10. The evidence presented and the Board's familiarity with the area shows that Route 94, approximately 100 ft. from the Five Corners Intersection, is the site of the proposed MONRO MUFFLER BRAKE complex where the signs will be located. This site is located not far distant from the Five Corners intersection of Vails Gate, a well-traveled and complex intersection of three major arteries (N.Y.S. Route 32, 94 and 300). A significant volume of traffic passes by the subject parcel and through this intersection at a speed of approximately 30-35 m.p.h. Consequently clear signage, which quickly identifies the applicant's business at the site, is absolutely essential. In addition, this site is the first location in the community for the MONRO MUFFLER BRAKE SHOP and it is important that signage with its logo be clearly visible and quickly recognized by passing motorists.

11. The evidence presented by the applicant indicated that the location of the MONRO MUFFLER BRAKE SHOP is set back 80 ft.

from the roadway and, in addition, is located between two adjacent buildings that are situated very close to the roadway. This severely diminishes the line of visibility from the roadway to applicant's signs and building. To the applicants' credit, they have sited the building back on the lot to allow green space and open space in the front. Given this siting and the heavy traffic in the area, signage which is greater in area as well as in height and vertical dimension is required in order to provide the necessary response for applicant's new business in the community at an entirely new location. The applicant further indicated that the size of the proposed signs and the position thereof were all in proportion to the building given the fact that the building is set back 80 ft. from the street line, and located between two buildings sited much closer to the street line.

12. It is the finding of this Board that the proposed signage is fair and adequate for the applicants' proposed use, given the condition in the neighborhood and the heavily traveled roads in the area.

13. The evidence presented further showed that the proposed signage will facilitate ready identification of the applicants' business by passing motorists.

14. This Board finds that the requested area and sign variances are not unreasonable and will not adversely impact the public health, safety and welfare.

15. The subject parcel is located in a commercial zone and all nearby commercial properties have signs to promote their businesses, including similar freestanding signage, many of which are larger than what is permitted in the C zone.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties. The parcel will be used for uses permitted in the C zone, if the required special use permit is granted by the Planning Board, which is consistent with the character of the neighborhood. The proposed signage is consistent with the character of the neighborhood.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variances for area and sign are substantial in relation to the bulk regulations. However, this Board has concluded that the granting of the requested substantial variances are warranted here because of the unusual shape of the parcel, and the fact that the building had to be moved farther to the rear, resulting in an 80 ft. set back from Route 94, and the same is located between two adjacent buildings located much closer to Route 94. The proposed signage is a

reasonable balancing of the applicant's needs to identify and promote its business on the site and the need to protect the health, safety and welfare of the public as well as traveled highways near busy intersections.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is partially self-created. The lot size and configuration, and the siting of the adjacent buildings close to the road are factors which long predated the submission of the instant application and are not in the nature of self-created difficulties. The applicant, MONRO'S, selection of this site in the C zone for new construction with knowledge of the applicable zoning regulations must preclude any claim of hardship. However, the ultimate siting of the building was influenced by the site plan approval process before the Planning Board. Thus the applicant had to confront the issue of the inadequacy of its parcel and signage and the exposure which could be derived from its location given the site and setbacks which were ultimately approved. The applicant is seeking to overcome this difficulty in the appropriate manner by submitting the instant application.

6. It is the finding of this Board that the benefit to the applicant, if the requested variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested variances are the minimum variances necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT the following variances: 156 s.f. lot area, 8 ft. lot width, 5 ft. side yard, 11 ft. 8 in. building height, 80 s.f. sign area for free-standing sign, 3 ft. sign height variance for free-standing sign, 127 s.f. sign area for wall mounted sign, and 1 ft. vertical dimension of wall mounted sign, for construction of a muffler and brake shop, at the above location in a C zone, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to

the Town Clerk, Town Planning Board and applicant.

Dated: May 10, 1993.

  
Chairman

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 93-1

Date: 3/8/93

I. Applicant Information:

- (a) HOUSE OF APACHE PROPERTIES, INC., 52 Elm St., Huntington, N.Y. 11743 x  
(Name, address and phone of Applicant) (Owner)
- (b) MONRO MUFFLER BRAKE, INC., 2340 Brighton Henrietta Town Line Rd.,  
(Name, address and phone of purchaser or lessee) Rochester, N.Y. 14623
- (c) Drake, Sommers, Loeb, Tarshis & Catania P.C. - Attn: James R. Loeb, Esq.  
(Name, address and phone of attorney) 1 Corwin Ct., Newburgh, N.Y. 12550
- (d) Shaw Engineering, 744 Broadway, Newburgh, N.Y. 12550  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ( ) Use Variance ( ) Sign Variance
- ( x ) Area Variance ( ) Interpretation

III. Property Information:

- (a) C Route 94, Vails Gate, N.Y. 70-1-2.1 39,884 s.f.  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 8/1/91
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No  
If so, when? -
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. Use Variance. n/a

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) <sup>n/a</sup> The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. C,D,F,I.

Requirements		Proposed or Available	Variance Request
Min. Lot Area	40,000 s.f.	39,844 s.f.	156 s.f.
Min. Lot Width	200 ft.	192 ft.	8 ft.
Reqd. Front Yd.	60 ft.	71 ft.	-
Reqd. Side Yd.	30 ft.	25 ft.	5 ft.
Reqd. Total Side Yd.	70 ft.	89 ft.	-
Reqd. Rear Yd.	30 ft.	115 ft.	-
Reqd. Street Frontage*	n/a	161 ft.	-
Max. Bldg. Hgt.	4"/ft.=8ft.4"	20 ft.	11 ft. 8 in.
Min. Floor Area*	n/a	n/a	n/a
Dev. Coverage*	n/a %	n/a %	n/a %
Floor Area Ratio**	0.50 ft.	0.11 ft.	-
Parking Area	32	33	-

\* Residential Districts only

\*\* No-residential districts only

(b) The legal standard for an "area" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you may have made to alleviate the difficulty other than this application.

(See addendum attached hereto)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. N.

	Requirements	Proposed or Available	Variance Request
Freestanding- Sign 1 - Height	15 ft.	18 ft.	3 ft.
Freestanding- Sign 1	40 s.f.	120 s.f.	80 s.f.
Wall mounted- Sign 2	20 s.f.	147 s.f.	127 s.f.
Sign 3	-	-	-
Sign 4	-	-	-
Wall mounted- Sign 2 - Vertical Dimension	2 ft.	3 ft.	1 ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

Applicant proposes one free-standing, double faced sign constructed of opaque plastic letters and internally illuminated. Wall mounted building sign will compliment free-standing sign with 36 in. high letters. Applicant feels that these signs are imperative for a new commercial business in today's market. Since this shop is a new proposal, applicant feels that these signs are crucial in order to identify the location of a new muffler and brake shop in this rather heavily traveled area of New Windsor.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

Wall mounted sign proposed: 147 s.f.

Free-standing sign proposed: 120 s.f. Total signage: 267 s.f.

VII. Interpretation. n/a

(a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The proposal is for construction of a 4,500 s.f. facility to house Monro Muffler Brake for the installation of mufflers and other service repairs. No gasoline will be sold on the premises. The proposed facility will fall within the confines of the C - design shopping zone regulations and will enhance the quality of the zoning area which is commercial.

IX. Attachments required:

- x   Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- x   Copy of tax map showing adjacent properties.
- x   Copy of contract of sale, lease or franchise agreement.
- Copy of deed and title policy.
- x   Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- x   Copy(ies) of sign(s) with dimensions and location.
- x   Two (2) checks, one in the amount of \$150.00 and the second check in the amount of \$250.00, each payable to the TOWN OF NEW WINDSOR.
- x   Photographs of existing premises from several angles.



MAR-10-1993 14:46 FROM 15AKE, SOMMERS, P.C.

**TO**

14079972052

P. 05

X. Affidavit.

Date: 3/8/93

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

House of Representatives  
X Richard B. Bland (Applicant)  
Z

Sworn to before me this

11 day of March, 1997.

**JAMES R. LOEB**  
Notary Public, State of New York  
No. 7852400  
Qualified in Orange County  
My Commission Expires September 30, 1994

**XI. ZBA Action:**

- (a) Public Hearing date: \_\_\_\_\_
- (b) Variance: Granted ( ☐ ) Denied ( ☐ )
- (c) Restrictions or conditions: \_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 1

Request of HOUSE OF APACHE PROPERTIES LTD. and  
MONRO MUFFLER BRAKE, INC.  
for a VARIANCE of

the regulations of the Zoning Local Law to

permit construction of a muffler shop and service  
repair garage with insufficient lot area, lot width,  
side yard and more than the allowable building height;  
sign area, sign height and vertical dimension of sign;  
being a VARIANCE of

Section 48-12 - Table of Use/Bulk Regs., Cols. C,D,F,I,N  
for property situated as follows:

Route 94, Vails Gate (next to former ambulance bldg.)

known and designated on the New Windsor tax map as

Section 70, Block 1, Lot. 2.1.

SAID HEARING will take place on the 22nd day of  
March, 1993, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

JAMES NUGENT  
Chairman

#### SCHEDULE A

The applicant seeks an area variance, together with Monroe Muffler and Brake the proposed lessee and developer of the property. The use which is sought to be placed upon the property conforms to the C Zone. The nature of the variances sought consist of bulk variances and a sign variance.

The applicant will present testimony at the hearing to demonstrate that there will be no undesirable change produced in the character of the neighborhood and no detriment to nearby properties by the granting of this area variance. The use is permitted in the Town of New Windsor Zoning Law and the applicant's proposal takes into consideration the neighborhood and the surrounding properties.

The lot area variance sought is 156 sq. ft.; the property is just shy of the required 40,000 sq. ft. lot area and 8' short of the required lot width. The lot is an existing lot and cannot be expanded in area and in width. The building the applicant seeks to position on the lot is 4,500 sq. ft.; the size of the building and its footprint is necessary to the efficient operation of the applicant's activities on the lot and the sideline variance requested is only 5'. The height variance becomes necessary because of the height ratio requirements of the Town of New Windsor Code and the height of the building is related to the type of storage necessary for applicant's operation. Applicant believes that the requested sign variances should be acted upon favorably as well in order to provide applicant with fair and adequate signage. The most substantial sign variance relates to a wall mounted sign

which is the least intrusive of all signage because it is a part of the building itself.

The lot area and lot dimensions are fixed. The applicant's building and operation is such that a 4,500 sq. ft. building with adequate parking and driveway access makes the proposal presented to this Board the most feasible method for the applicant to develop the property.

The applicant submits that the extent of the variances sought are not substantial, particularly since the wall mounted signage is in essence a part of the building and is an identification sign of the applicant's business; in a sense its trademark.

The applicant will present testimony to support the proposition that the granting of the variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood.

This is an existing lot; the size of the lot and the dimensions of the lot cannot be expanded and the applicant and Monroe have work to place the improvements on the lot in the least intrusive manner.

In view of all the facts and circumstances of this application the applicant respectfully requests that this Board grant the variances sought.

JRL:ef  
34563



*Central Academy  
of Beauty Culture*

ROUTE 94. P. O. BOX 608A. VAILS GATE, N. Y. 12584  
TELEPHONE 561-1617

LICENSED BY THE STATE EDUCATION DEPARTMENT

Rec'd.  
ZBA 3/18/93  
TAB

March 15th, 1993

Town of New Windsor, Zoning  
Board of Appeals  
New Windsor Town Hall  
555 Union Avenue  
New Windsor, New York 12553

Dear Sirs,

Although I am unable to attend the hearing on March 22, a993 regarding Appeal No. 1 of House of Apache Properties LTD. and Monroe Muffler Brake, INC., I would like to state that I am opposed to the variance they are requesting.

Thank you for your time and attention.

Very truly yours,

JOAN A. SHEDDEN  
Director

JAS/ap

Date ..... 4/11/93 ..... 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 389 mores hill Rd DR.  
New Windsor NY 12553

DATE			CLAIMED	ALLOWED
3/22/93	Zoning Board Meeting		75 00	
	Misc - 2			
	Harris - 6 27.00.			
	Prudential - 4 18.00			
	American Felt - 10 45.00.			
	Apache - 24 108.00.			
	Pizza - 32 148.50.			
	Benmar - 15 67.50			
	94		423 00	
			498 00	

HOUSE OF APACHE/MONRO MUFFLER BRAKE

MR. NUGENT: Referred by Planning Board. Request for 156 s.f. lot area, 8 ft. lot width, 5 ft. side yard, 11 ft. 8 in. building height, 80 s.f. sign area and 3 ft. sign height variances for one free-standing sign, 127 s.f. sign area variance for wall sign and 1 ft. variance for vertical dimension of sign, to construct muffler shop in C zone (west of former ambulance building).

Gregory Shaw, P.E. of Shaw Engineering and James R. Loeb, Esq. appeared before the board representing this proposal.

MR. LOEB: Good evening, members of the board, my name is James Loeb from Drake, Sommers, Loeb, Tarshis and Catania, I'm appearing tonight for the House of Apache, the property owner and for Monro Muffler, the proposed leasee. We're before you in connection with a parcel of land on Route 94 in the C zone, the land is 39,884 square feet in size. It's a proposed new location for a Monro Muffler and Brake. I'm accompanied tonight by George Jarrett from Monro Muffler, by Greg Shaw, Professional Engineer, our design professional and by Eldred Carhart, real estate broker and appraiser. As the Chairman read, in the introduction to the public hearing, we seek a series of area variances, we're 156 square feet short of a 40,000 square foot requirement, we're eight feet short in the lot width because the lot itself is only 192 feet rather than 200 feet and because of the configuration of the lot and building itself that George will review with you, we're five feet short on the side line. In addition, as so often happens in New Windsor, we're short on the height because again of the unusual nature of the New Windsor regulations which I know as everyone says is about to be changed. I have been saying that for many, many years. In addition, we have applied for a series of sign variances and that in particular George Jarrett will discuss as he reviews the Monro Muffler and brake operations. What we'll do is let Greg Shaw introduce the project to you with the site plan. I'll then ask George Jarrett to talk about Monro and then I'll ask El Carhart to review those aspects of 267B which are

really I think properly in the province of a real estate expert. And with that, I'd like to ask Greg to review the site plan.

MR. SHAW: Good evening. As Jim mentioned, the site is on Route 94 and is situated between former New Windsor Volunteer Ambulance Corps and Leonardo Cheese, across the street is a convenient store. The site is just shy of 40,000 square feet, 39,884 square feet to be exact. What we're proposing is to construct a 4,500 square foot facility for Monro Muffler and Brake. Its dimensions are 50 feet width, excuse me, 90 feet wide by 50 feet deep and that area again 4,500 square feet total will be divided into approximately 17,025 square feet for storage, service will be 2,250, square feet and the sales office area will be at a minimum 6,520 square feet. The facility will be a 6 bay service center. The building is located approximately about 80 feet from the right-of-way line between the right-of-way line and the building. There will be 11 parking spaces, 2 of which will be for handicapped access. There will be a concrete sidewalk in front of building. To the rear of the building will be 18 parking spaces, double loaded off 25 foot wide access aisle. There will be a recycling center located in the rear of the building and that will be properly enclosed to the Planning Board's specifications. Yes, there are 2 remaining parking spaces which are over behind the volunteer ambulance corps. Access to all parking spaces will be via a 25 foot wide aisle which is the standard aisle width which the Planning Board and the fire inspector likes to see. The site will be provided with water and sewer from the Town of New Windsor municipal systems. There is a storm drainage system presently on Route 94 which was installed as part of the Vails Gate improvements and lastly there's natural gas out there which will service our facility. If the board wishes, I'd like to show you an elevation of what the front of the building is going to look like, if I can just superimpose it over here and I also have brought with me photographs of the site, it's presently vacant land with a nice coating of snow on it left over from last weekend's blizzard. If you have any questions, I can answer from what view points those photographs were taken. Again, that is a general



overview. Should the board be inclined to grant us our variances, we'd then return to the Planning Board for site plan approval and also for a special permit for this use in this zoning district. So Jim, I think that concludes my presentation.

MR. LOEB: Mr. Chairman, would you like to hear from all of our people before you ask questions?

MR. NUGENT: Let everybody speak first.

MR. LOEB: This is George Jarrett, George is extremely familiar with Monro Muffler and Brake, he's devoted his entire life to it. He can answer any questions about the operation and discuss with you how it works.

MR. JARRETT: Monro Muffler and Brake specializes in what's been called in the business as under-car care. We specialize in brake, exhaust, shocks, front-end alignment and front wheel drive vehicles, the control velocity joints or the actual drive mechanism of the front wheel vehicles. We're also in what we call the wear and tear items not covered by warranty, again, the brakes and the exhaust systems constitute 90 percent of our business. We also do oil changes and State inspections, those are secondary to our major business which is again the under-car care. We are a publicly traded company, we went public two years ago. We're listed on the over-the-counter. We have 187 operating locations. Again, this would be company owned and operated, no franchises. Right now, we're opening 30 locations this coming year which is roughly one location every week and a half. That is in a ten state area. We operate in essentially the northeast. Greg had shown, talked about some of the square footages of areas and the actual footprint of the building. Again, there are 6 service bays in the front, there's a service ride-up area where the customer comes in, is greeted by a Monro employee. They are told what's wrong with the vehicle. Vehicle is then pulled inside one of the service bays, put up on an above-ground lift. We do not have inground lifts, no cylinders, rams, piping of any kind. They are electric lifts so it's a pretty environmentally friendly. Once the repair is affected, the vehicle is then backed out of

the service bay. We have an enclosed storage area in the back which is divided from the service area by a 2 by 6 wall, it's not visible from the public or from our customers. This is the area that we store the loose stock, the mufflers, the pipes, the brake pads, also back in here are two, 240 gallon above-ground storage tanks. Those are double wall in construction, an outer tank that surrounds an inner tank has 110 percent containment, the outer vessel. Those are located again back in an area that is not accessible to the public, one tank contains virgin oil, the other tank contains waste oil, waste oil is hauled by a certified hauler. Waste oil is not considered hazardous material by New York State or EPA. We do not deal in any hazardous materials on the site. We do not sell gasoline, you'll not see dead hulks sitting in the parking lot waiting for repairs. It's a company policy that any vehicles that are left on the lot in the evening are pulled into the service bays and locked up inside. We have a Ford Ranger pickup company truck that is even pulled inside. Two reasons for that, one is security and the other one for customers that leave their cars they generally have an extra key. We have been, it's been known in the past that customers will come at midnight, pick their car up and be gone. We have problems with employees that come and take the truck and think they can move Aunt Bessie and they get in an accident. So we move the vehicles inside. Occasionally, you'll get a customer that will drop their vehicle off early in the morning on the way to work and drop their keys off. Our operating hours are Monday, Tuesday, Thursday, Friday, 7:30 a.m. through 8 p.m. Wednesday, 7:30 a.m. through 6 p.m., Saturday, 7:30 a.m. through 4 p.m., no operations on Sundays. If I can answer anymore questions about the business itself, I'd be glad to. I don't know if you want to talk about the signage.

MR. LOEB: Why don't you do the signage.

MR. JARRETT: We're asking to place a freestanding sign which is internally illuminated, it's a double faced sign, it's a 6 by 10 sign so you'd have 120 square feet of total signage, 60 feet per side. We're asking to put 36 inch letters on the building for wall signage, that equates to 146 square feet of signage. Some of

the reasons that we're asking for a variance over and above what the municipality allows here is that if I can lift this up, if you will notice how our building sets back in, there's an existing frame building on the right side and there's an existing concrete block building which is I believe the old ambulance building on the left side. Our freestanding sign is located here. We feel that the additional signage is important to us because of the fact that we're back in so far that the line of sight or window of opportunity to see our signage is very short. We also are back 71 feet for front building setback where 60 is required so we're back an additional 11 feet. Actually, you can add a little bit from the curb line so we're probably back about 80 feet plus or minus from the actual curb line. We'd like to create identification in the market again due to the proximity of the building in relation to the two existing buildings that are right on the road. As a matter of practice, I talked about this before. Monro Muffler does not exceed the 36 inch letters on the building or 6 by 10 freestanding sign even if we were allowed a gazillion square feet of signage, we would not use that to put larger letters on the fascia panel, would look aesthetically poor, so we would not put 40 inch letters on here. It just would not look size correctly or aesthetically pleasing or architecturally whatever you want to call it. It would look terrible. That is it on the signage and if I can answer any questions, I'd be glad to.

MR. HOGAN: The 187 locations that you currently have do they all have that signage?

MR. JARRETT: We have variations of the signage.

MR. HOGAN: They all have the same height, 3 foot height on the buiding?

MR. JARRETT: We do have some that are smaller in size because of the proximity to the street visibility. We do have buildings that have more signage. We have some that have 36 inch letters on the front, back and on both sides. It depends on visibility and what we will accept or what we feel is visibility in the market place and due to the proximity again of the two

existing buildings and the cave effect if you want to call it that we're set back in, we feel that additional signage here would be important.

MR. TORLEY: Could you speak to why you need 3 foot sign height variance for the freestanding sign?

MR. JARRETT: Yes. Again, due to the proximity of the existing buildings, we would like to try and get up a little bit so that the people can see these as soon as possible, there's a safety consideration generally people want to decelerate and get in the proper lane to make their turn into the shop so we'd like to let those people see us as soon as possible. You have 15 foot setback for your freestanding sign which is shown on your site plan so if you look at the line of visibility here, it's pretty diminished.

MR. TORLEY: Is there another place you can locate the building on the lot that would eliminate some of the required variances?

MR. JARRETT: Not really, some of the things that are unique to Monro, we can't really come any farther because of the front yard setback. We could come in a little bit closer but we'd be reducing the green area in front.

MR. SHAW: I had to take this building and push it back passed this corner point so the that we wouldn't encroach on the lot width. The lot width is either at the front yard setback or the building location. If I was to pull the building forward, then the variance that I would require for lot width which is only eight feet would now jump up to 50 feet so I cannot pull the building back. We cannot pull it to the side because I have to have an adequate lane along the side of the building for fire access to the rear of the building. I believe there's a letter in the file from the fire inspector approving this site plan as is. So we feel we're pretty well boxed. It's an irregular piece this out parcel which was probably part of the parent piece at some point in time, creates an unusual geometry which in turn requires the number of variances.

MR. BABCOCK: Just for the record, 1/8/93 municipal fire approved this plan.

MR. LOEB: I'd like El Carhart to discuss some of the aspects of 267B and some of the questions which I think arise in any kind of variance application. El, for the record, is a licensed real estate broker and appraiser and has been so involved now in the Newburgh area for 35 years.

MR. CARHART: Over 30 anyway.

MR. LOEB: I apologize.

MR. CARHART: I was asked to address the issues of the neighborhood and the impact of this property on the neighborhood and in doing so, I felt that it would be necessary to define what that neighborhood would be in order to get started and it's a clearly a retail service neighborhood and it approximates the corridors of Route 94 and Route 32 beginning at about the Cornwall line and going northward to approximately Forge Hill Road and from Riley Road to the west to approximately Forge Hill Road intersection of 94 to the east. The uses in this neighborhood include restaurants, a shopping center, hardware store, recreational vehicle sales, there's an ambulance corps next door, there are offices, gas stations, video rentals, it's a very, very diverse residential, there's some residential uses, a very, very diverse usage of the area but it's primarily retail and service business area zoned neighborhood. The requested use, which is permitted within the zone the muffler shop is harmonious with the other uses in the area. It's a service business. And the granting of the area variances as requested would have certainly not have any kind of an undesirable affect on the character of that neighborhood. It would not change the character in my opinion in any way at all. Especially in view of the fact that it is a permitted use in that zone. Now topo of the site is such that very little change in the topo would be necessary. The proposed use does not create any environmental hazards. It does not have any emissions or effluents. There's not a large amount of noise that is created by the property, odors or

anything of that nature. Again, being that it is permitted in the use, the granting of the area variance would not have any adverse affect on the neighborhood itself in my opinion. Now, as a real estate appraiser, we have been involved in the valuation of projects all up and down this Route 32 and Route 94 on a regular basis and I really am very acutely familiar with value in this area. And my market studies have indicated that the use of this property for that request of this muffler shop would not have an adverse affect or lowering of the property values of anything in the neighborhood. It's harmonious with the neighborhood, it would be in keeping with the zoning and it would not lower the property values of the neighboring properties. This would conclude my testimony.

MR. LOEB: You are a licensed real estate broker with expertise in appraisals?

MR. CARHART: Yes.

MR. LOEB: I would like to make a few comments and then I would as I have in the past with the board's permission, respond to some of the comments as a closing comment when there are people here who wish to speak but I do want to just say a few things. You may not be familiar with Monro Muffler. I have been doing some work for them now for three years. I found them an unusual firm in today's world, they are either going to do it right or they are not going to do it at all which is refreshingly different from a lot of other people including some of my clients, frankly. The relief we are seeking is not in any way related to the use itself. This is a use compatible both with the zone as discussed by El Carhart but important part of the Town of New Windor's zoning. It's in the C zone. Therefore, when you look at 267B of the Town Law and you address those 5 points, I would trust that you will see that our testimony has addressed them. I do not believe that the bulk variances we're seeking can be deemed substantial, 156 square feet when you have a lot that can't grow. The questions that were addressed concerning the side line variances helped us bring out the fact that the lot itself has got some unusual configurations. I'm sure that Greg is correct, the

ambulance building was undoubtedly part of this parcel many years ago cause the lines themselves would just tell that to you. But here we are with a parcel that is just slightly undersized and somewhat irregular in shape. When we first started working on this, I asked George Jarrett about the size of the building, 4,500 square feet. We could have of course as a matter of right have a larger building but that is all that Monroe needs. On the other hand, he said that it is not practical for them to reduce the size because the size is determined by the number of bays and that small public area itself. As to the height variance, you've all been through this many times but in this case, one of the reasons that Monroe is going up a little bit higher is because it permits the storage to be on a what I would call a gallery almost a half a floor and not have a larger footprint and I think we'd all agree that part of what we should be doing is reducing the footprint of buildings wherever we can so you can provide for more green. So I submit to you that I do not believe that the request for bulks are substantial. The sign variances are more difficult. Again, Monroe's trademark is the Monroe sign on the building itself, in addition to which it normally has a freestanding sign here as George explained because of the location of the buildings on either side, the visibility of this site is really severely limited and is blocked off. I think his using the word cave affect is a very real one. Eldred Carhart talked about his professional opinion that there would not be an adverse affect or impact on the neighborhood, which leads us to the last question and that is of self-created hardship which this board knows is not an absolute barrier in the case of an area variance. The difficulties are presented because of the size of the lot and 156 square feet is really a fairly small amount and the positioning of the building. We can't make the lot grow and Monroe has told me that if the project is to go, they need the number of bays. I think Mr. Chairman it would be appropriate if we heard comments and questions and we'd be pleased to respond to it. Thank you.

MR. NUGENT: Very fine presentation. Anybody on our board like to have any questions answered?

MR. TANNER: I'd like to hear the public.

MR. LUCIA: If I can just ask a couple questions before the public. Jim, thank you for touching on just about everything in 267B. The one area I think that we brought up at the preliminary has to do with whether or not the benefits sought can be achieved by some other method and I think it appeared that the land to the rear may have been in the same ownership. Is there any possibility enlarging the lot to obviate the need for at least some of the variances?

MR. LOEB: I don't think that anything that we can do to the rear would help us, it would result in moving it and if we can do that, it would move the building so far back that the scheme wouldn't work. One of the other concerns is and I have only limited knowledge of this, is you know there's a use in the rear which relates to Route 32, the Friendly's that is there, I know that there's a land lease which affects some if not all of the rear property. So that one of the other constraints in locating the building is to make sure that nothing we do here interferes with the rear property. If we had more land, I would be home.

MR. LUCIA: Thank you also for dropping off copy of your deed and title policy. They naturally turned out a number of covenants, restrictions, agreements, grants, is there anything to your knowledge affecting title to this property which would prevent you from maintaining the building and the signage you are proposing should this board grant you a variance?

MR. LOEB: Nothing that I am presently aware of.

MR. LUCIA: Thank you.

MR. NUGENT: At this time, I'd like to open it up to the public. Try not to be repetitious and address the subjects that are before us. State your name and your address.

MR. SAM LEONARDO: Mr. Chairman, fellow members of the board, my name is Sam Leonardo and I'm an adjacent owner right here. So there's two things that concern



me. I like the layout. I want to say that first but I'd like to have 2 things cleared up first. When the engineers said recycling, sir, do you mean depository for used mufflers, is that what you mean?

MR. JARRETT: Yeah, the nature--

MR. LEONARDO: Depository for used parts is that going to be covered, not the top but at least four sides?

MR. JARRETT: Yes.

MR. LEONARDO: How often will that will emptied?

MR. JARRETT: They come and empty 3 yard dumpster every two weeks with paper products. Another dumpster contains metal parts that is picked up as it is full. the recycle companies wait till you are full.

MR. LEONARDO: How close is that to my boundary line, how close?

MR. SHAW: I'd say approximately ten feet.

MR. LEONARDO: Couldn't move it perhaps in the back and we wouldn't have to put up with it? Ten feet is awfully close, that is what I am driving at. When I put up a new building I had to be at least 15 feet away from my boundary line.

MR. SHAW: I may point out that the corner of your building is closer to the line than our refuse center.

MR. LEONARDO: That was before we had a Zoning Board, sir, but this new addition had to be 15 feet.

MR. SHAW: To answer your question, I don't know if it can be relocated. You have to have access to it to be able to get vehicles to it. This works very well. It may work in other areas but I can't answer that right now without spending some time on it.

MR. LEONARDO: I would be happier if it were more than ten feet.

MR. CONSTANTINE LEONARDO: I'm an adjacent property owner, I was wondering if they couldn't put it perhaps on this side? Or at least have some assurance it will be at least a certain distance away from the line on the other side?

MR. SHAW: We understand your concern. The point that I was going to make is that the location of the refuse enclosure is really a Planning Board issue. I'm not trying to put you off but there are going to have to be details presented to the Planning Board who is going to grant approval for this project, hopefully in the near future and they are going to look at screening. They are going to look at the type of refuse enclosure. They are not going to allow a picket fence around the enclosure. They are going to want to architecturally tie it into the building. Maybe I would defer judgment on the refuse enclosure and that location till the picture gets clearer of what it is going to look like because it may not be that objectionable.

MR. JARRETT: Effectively, we can put up eight foot high wooden fence around the outside of the enclosure. On the outside of that, we would put additional landscaping material to screen the refuse enclosure. We do not want people seeing our refuse enclosure, the public and our neighbors so we'll screen that effectively and well have gates on it so it will be screened from all directions.

MR. SAM LEONARDO: The other point I want to bring up is about signs. Before the Zoning Board existed, I have been there 33 years and the property has been in our family for 70 years so we're old timers. But what I am driving at is I had a sign that was eight foot high and about 12 foot wide, kind of big sign this is before the zoning. And the wind blew it over. So I wasn't allowed to put it back up and I was only allowed to put up a 3 by 5 sign because they told me that is the law, that is the zoning law. And low and behold next comes McDonalds and they were given a variance to put up a large sign. Then came Friendly and they were allowed to put up a bigger sign because they said because of competition. Well, I want you to realize I'm in the most competitive business in the world, the

food business and if they had that right, I should have had it too but that is water over the dam and I'm not even going to fight that too much because if they get the variance, maybe I'll get a variance later too. It will be one more feather in my cap. So I want to tell you all in all, I like the layout and I think it's pretty nice. Only those two things that I brought up and if they promise me that they are going to cover it properly, I think I can even live with that. Thank you for your time.

MR. NUGENT: Thank you.

MR. LUCIA: On the sign, are you opposed to granting the sign variance?

MR. SAM LEONARDO: We want to be good neighbors and we want to know everybody, everybody's got to make a living, I would not oppose it, I would go for it.

MR. LUCIA: Mr. Constantine Leonardo, are you opposed to this project?

MR. CONSTANTINE LEONARDO: I agree with my brother.

MR. LUCIA: Thank you.

MR. NUGENT: Anyone else that would like to speak?

MR. CARMINE ANDRIUOLO: I own a business in New Windsor and I don't like the remark that this gentleman made. He says Monro policy I'm not against Monro but I didn't like it, he says Monro policy is only to do better otherwise don't do it. Not like the others. I want you to know I have been seven years in New Windsor, my reputation is not 100%, 200%, I just want you to know before you insult anybody in New Windsor, I want you to know, just think before you talk because I don't take anything from nobody and part of the board knows me, my reputation is 200%, not 100 percent. I ain't got nothing against you. You can put six bays, ten bays, don't bother me, my reputation but don't ever, ever make that kind of remark.

MR. NUGENT: I don't think he was referring to you in

particular.

MR. ANDRIUOLO: Not to me but he referred the rest of the shops which I'm one of the rest of the shops, I don't know if he was talking about his competitor or Midas or Mineke which isn't even right to say that.

MR. LUCIA: Mr. Andriuolo, the applicant is here for certain area variances.

MR. ANDRIUOLO: I understand but I didn't like the remark which I have every right, I'm seven years in New Windsor and my reputation is 100% and I don't take insult from nobody. I'm not scared of how big the company is or not. Because my reputation, that is what counts.

MR. LUCIA: I don't think he meant to insult you.

MR. ANDRIUOLO: I just came here to just see and I wasn't going to say nothing because I'm not his neighbor. The only thing I want to ask the board what's the law, many how many feet I need from the property line?

MR. LUCIA: He's applying for certain variances.

MR. NUGENT: In which direction?

MR. ANDRIUOLO: Side yards, the side yard.

MR. LUCIA: Required side yard is 30 feet, he's providing 25 feet so he's looking for a five foot variance. Total required side yard is 70 feet, he's providing 89, he doesn't need a variance on total side yard.

MR. ANDRIUOLO: You might see me some day here, that is why I want to make sure so I don't want you when I come back that law is 30 feet.

MR. LUCIA: Are you opposed to the variances this applicant is seeking from this board?

MR. ANDRIUOLO: He's not my neighbor so I can't say

anything. In other words, I ain't got no objection, this is what I say, I didn't like the remark.

MR. NUGENT: Anyone else like to speak on this?

MR. PHIL MELORE: Can I see those pictures, please?

MR. NUGENT: Yes.

MR. MELORE: I live on Truex Circle and we're in the residential property behind Casey Manns, Pinellas, Central Gate and whatever works its way that way. The reason I'm concerned is everybody is talking about the front view, what they are going to do about the appearance in the front. This isn't directly behind a residential house, it does effect our properties and I'll explain why. About five years ago, maybe a little less, little more, that property was graded and leveled, cleared. From that point on, we have had a water problem and it doesn't take much to walk up there, you don't have to be an engineer, and I'm not, to trace the water flow. If you look, it slopes, all comes right down the whole residential area and goes right down through that whole back lot. All three houses, residential houses. My concern is if they develop it, just using, let me just back up a moment, property right behind me they graded that and leveled it, put fill in, he graded it this high, this lot is here, where is the water going the run? It's going to run off. This is what's happening now. I'm concerned with the water problem which we do have in that area. What it is going to do if it is going to make it worse, we're in real trouble, I just don't. They mentioned before everybody says we're going to do this and that the Town is going to do that, nobody seems to be protecting the residential homeowners. It's too late once it's done and we try to say we have a water problem and Dick McGoey is the only guy that helps us out and we still have a problem.

MR. NUGENT: Not trying to cop out but it's not our bailiwick to address site drainage simply because that is a Planning Board function.

MR. MELORE: I want to know, I don't know what their

plans are for drainage problems or elevation.

MR. NUGENT: Can you address that a little bit? They are going to blacktop a large piece of property.

MR. MELORE: If you blacktop it.

MR. SHAW: Rest assured when this application is made to the Planning Board, with the increase of impervious surfaces on this site, that being the parking areas, the aisles, the building, the Planning Board is not going to allow us to arbitrarily take this storm water and just let it go anywhere. We want, there's 2 options put it into the storm sewer on 94 and that is going to take some re-grading and filling and bringing it forward or there's another option which is bringing it onto the back of the lands over Apache Associates and bringing it over to 32. I can't give you a hard answer right now as to which way we're going to do it because we haven't explored it. That is really a site plan issue and until we get relief from this board, there's really not too much sense looking beyond that which I already have.

MR. MELORE: Again, putting it to 94 that is one thing, it won't go from the back part of the property. Slope is like this, if there's any drainage, can't go to 32. It's going to have, it goes like this, believe me. There has to be a drainage pipe or something on that side of the property right behind where you are proposing it has to go right down the property line on the other side of residential and out some way which they did put a trench behind Pinellas property but that is only part of it that stopped it from coming over one way. It has to go the whole length of the property. I know this isn't their problem only I think the Town or whoever has to address the problem. It's going to affect it.

MR. NUGENT: It's not part of our jurisdiction to do anything with drainage. We're only here to give variances, that is all we do.

MR. EDWARD LEKES: What I want to know is what do we have to do, these people, myself, this lady, how do we

go and resolve this before this thing gets to a point where we have no say?

MR. NUGENT: You have to go to a Planning Board meeting.

MR. LUCIA: This board has a very limited jurisdiction. This applicant is here because he's deficient in certain areas and he's asking this board to give him relief. When he's through here, he has to go back to the Planning Board for site plan approval and special use permit for the particular use he's looking for. Planning Board if they decide to hold a public hearing which I imagine they will, will notify adjacent property owners that may not get as far as back as the people on Truex Circle so what I'd suggest you do is look at the legal notice section of the Sentinel that will advise you of this applicant's Planning Board meeting and go and raise the issue. Planning Board will be happy to hear it. This board doesn't mean to turn a deaf ear. Not in our jurisdiction.

MR. LEKES: The traffic is horrendous at this point. What's that going to do to that corner? I mean you have been up on that corner.

MR. LUCIA: That is also an issue the Planning Board has to handle because traffic in within their jurisdiction. All this board is dealing with the area variances, the lot area, lot width, side yard, building height and the sign area and sign height variances, that is the very limited jurisdiction we have tonight so traffic and drainage, although I realize they are important issues to neighbors are just not something that normally form a part of our consideration.

MR. TORLEY: See the Planning Board.

MR. LEKES: I don't want it to get too far and it's too late.

MR. LUCIA: You watch the Sentinel, it has to be advertised. Mr. Lekes, do you have a position on this application? Are you proposed or con or no opinion on it?

MR. LEKES: My position is it is going to create a problem. I have a problem with it, yes, I'm not worried about the signs in the front on 94 or five bays or whatever, if it is going to effect residential properties behind it or just down from it then I have a problem.

MR. LUCIA: You would be opposed then?

MR. LEKES: Absolutely.

MR. NUGENT: Anyone else that would like to speak?

MR. MELORE: As Mr. Lekes just said, I also have a problem with water the same thing my back yard has been a lake and I know where he just heard we can't get anything done here but I notice they open at 7:30 in the weekends, I have a small child and I know the sound of air guns and what have you and I'm opposed to that definitely and I'm also opposed to the fact just that something is being built there because like everybody else thinks maybe the water problem, it's got to go somewhere definitely that is my major concern. I could care less about signs and all that other garbage. That is my main concern, my back yard is a lake and anything being built, especially right now I have a vacant lot behind me which I thought that that was this vacant lot they are talking about but I see it's not and what exactly is the Sentinel?

MR. LUCIA: It's the weekly newspaper published in New Windsor. You can get it in most convenient stores.

MR. BABCOCK: You can subscribe to it.

MR. MELORE: I'll never find anything in the Times Herald Record or anything like that?

MR. BABCOCK: No, no.

MR. LEKES: Tell me if this is a zoning under your jurisdiction, fences, shrubs, like he was saying boxing in something adjacent to the property line to make it, is that part of your--



MR. LUCIA: It's technically Planning Board, it bears sometimes on the Zoning Board issues because if they are looking for side yard variances that put a building or structure and accessory building or refuse enclosure particularly close to a neighbor, it may have some real advantages to the zoning board but it's a Planning Board issue. Don't be put off by what I say, if you have got a problem, say it.

MR. LEKES: Because of what I say just use an example the people who lived in the house before this young couple moved in, the day they moved in to close, they were bulldozing right up to their property line and this Casey Manns' property, he was supposed to put a fence can't see through, you know, like this gentleman is saying, box it in, do whatever. He puts a chain link fence couple of shrubs high, four or five feet apart and in the wintertime, forget it, he's got all these trailers right back to their porch. You have to look at this every day. This is neither here nor there but these are the things as property residential owners we're concerned about.

MR. LUCIA: This goes back for special use permit. They have the same distance notice requirements so if you got a notice for this meeting, you should get one.

MR. LEKES: I'll contact the Planning Board.

MR. LUCIA: You can make written submissions which they'll add to the file.

CHANDRA WYNDER: 14 Truex Drive. If these items are not addressed, I'm also opposed.

MR. NUGENT: Thank you. Anyone else in the public? At this time, I'll close the public hearing and open it back up to the board. I would like to read a letter that we received from Central Academy of Beauty Culture. Dear Sirs: Although I am unable to attend the hearing on March 22, 1993 regarding approval number one of the House of Apache properties, Ltd. and Monro Muffler, I would like to state that I am opposed to the variance that they are requesting. Thank you for your

time and attention. Joan Shedden.

MR. TANNER: Did she state any reasons?

MR. NUGENT: No reasons. Any other questions by the board members?

MR. TORLEY: I'm still a little concerned about the signage. I realize the drainage is a problem for the Planning Board. To me the signage is a problem. We try to live up to them. Why do you need to have it three foot higher and three foot tall letters on your building?

MR. JARRETT: Our building is back 80 feet from the highway.

MR. TORLEY: Code would allow them two feet.

MR. BABCOCK: Two feet at this present time?

MR. TORLEY: You can see two foot tall letters a lot further than 80 feet.

MR. JARRETT: Well, again, due to the proximity of the two structures that are sitting out on the highway if you take a look at where our building is and you take a look at the line of sight, I've driven up and down the road trying to visualize what the building would look like and where the signage would be visible and where it would not. Again, it's to use the term again it's the cave effect we're further back in.

MR. TANNER: I usually have have a problem with large signs. I don't have a problem with this because of what the gentleman has just said. They are set back quite a ways. People aren't going to have much of an opportunity to see what type of business it is.

MR. NUGENT: Both these buildings are right on the road.

MR. TANNER: Yeah, they are right out there, it's quite difficult to see it.

MR. TORLEY: If they are right out on the road that means that your viewing angle for the signs is very narrow, you're right in front of the building before you see the signs anyhow. The signage on the building itself is not really visible for any distance.

MR. HOGAN: It might be visible at a cross angle from 32.

MR. LANGANKE: I don't have a problem with the signs. I think the way they have them designed is adequate and I think it will be a plus to the area.

MR. TANNER: I think the overall setup is pretty good. I like the idea of the grass area in the back. I think Greg's done a nice job there and taking in some of the concerns of the people, you don't have the blacktop right up to the property line where it is going to drain into there and it might make it easier with the Planning Board dealing with that grass area.

MR. TORLEY: The only problem I have is the signage the rest of it I think you've done an excellent job and I welcome the business into the community.

MR. HOGAN: One other comments just Mr. Jarrett when you discuss the refuse recycling enclosure, you said eight foot high fence, the plan here calls for 4 foot high, I just wanted to bring that to your attention.

MR. JARRETT: It will be eight foot high. We have a company policy even in municipalities that we go into who do not require an enclosure, we have three, one is a chain link fence with privacy stripping through it, the other one is cedar and the other one is eight foot high pressure treated stockade type fence. Those are our three typical enclosures. We'll put some landscaping, some type of evergreens, not deciduous type vegetation so there's screening all year round. We would also listen to the Planning Board if they requested a different type of material or height. Concrete block, we're flexible.

MR. TORLEY: Eight foot tall fence does not require a variance.

MR. BABCOCK: It's ten foot off the property line, it can only be 6 foot if it is, this building is eight foot 3 so I am sure that that is, that is ten foot.

MR. JARRETT: We're not a restaurant so we don't have anything that is going to smell or it's not offensive or anything like that. We also, our business recycles about 90 percent of the products that go through our facility. We even have cardboard that is kept inside the building. That cardboard is bundled up and shipped back to the corporate headquarters in Rochester on the delivery trucks. It's then bundled up in big units and sold to recyclers. Even catalytic converters have recycling value, rare metals, bromine and platinum so those are recycled. We're a low user of municipal services, use about 100 gallons of water and create 200 gallons of effluent per day, less than an average residential home and a very low traffic generated to address some of the traffic issues.

MR. TANNER: This gentleman voiced some concerns about noise. Could you speak to that?

MR. JARRETT: I'm not sure of the position of your home but it's not back here.

MR. MELORE: Yes.

MR. JARRETT: These walls are solid walls, 12 inch masonry construction. Also within the building there's a demising wall which is 2 by 6 metal studs and that has double layer of 5/8 inch fireproof dry wall. The sounds that emanate from the service bays are very directional, high frequency sounds from air tools are very directional in nature and they would travel outward from the building in a straight line and I do have some noise studies by the time it reaches traffic flows the ambient level for traffic 60 DB and air tools will generate 27 DB at the front of the building, by the time the sound reaches the street, the noise will become 60 or 70 DBs which will actually be the same as the background noise of vehicle traffic. The neighbors might not believe this but we had a case in Albany where neighbors were immediately adjoining the rear of

our property, we tried to explain to them the noise the way it came out, I did meet with the owners after structure was up, our building actually made their residential homes quieter due to the fact that the building acted as a sound barrier. And they were very pleased with that outcome. And the high frequency sounds you can equate it to the teenage neighbor who plays his music too loud, you don't hear the symbols but you hear the base. Again, we would be the high frequency sounds or the symbols, the energy levels dissipate very quickly. I believe they dissipate one half of the energy for every foot it travels. I've got the actual data on it but that is the noise.

MR. LANGANKE: I think that is close enough.

MR. BABCOCK: Mr. Shaw, can we have the measurements put on the enclosure from the property line, put on the drawing, the distance, and make sure that that is at least ten foot minimum from here to the property line.

MR. SHAW: Okay.

MR. BABCOCK: This appears to go eight foot 3 so I am sure that that is ten foot.

MR. SHAW: That is not 8.3, is that spot elevation of the corner of the building, 283.8, if you were to compare it against the width of a parking space which is ten feet wide, it may not be ten, it may be 9.

MR. BABCOCK: Just to bring it to your attention, if it is any less than ten, the maximum height would be 6 foot on the fence so if you want to go more than 6 foot you'd have to be a minimum of ten foot.

MR. SHAW: Okay, thank you.

MR. JARRETT: I don't know if the board wants me to answer any questions about traffic we're very low generated.

MR. NUGENT: Have you done a study?

MR. JARRETT: We generate a car every 15 minutes. We

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also have 25 paying transactions and I'll use the term high dollar per transaction, you get your car repaired, it's not like stopping at a video rental place and buying a pack of gum or cigarettes, nothing against those type of businesses but they generally generate a lot of traffic. Average repairs probably take an hour to effect to a vehicle and the repair tickets for our company are in excess of \$100 per average transaction so again, it does not take many transactions to create a profit in this type of business.

MR. TANNER: I make a motion to grant the variance.

MR. HOGAN: I'll second it.

ROLL CALL

MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TANNER	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

Date 3/17/93, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 389 Moores Hill Rd DR.  
New Windsor Ny 12553

DATE			CLAIMED	ALLOWED
3/8/93		Zoning Board Meeting	75 00	
		Misc 2		
		Apache - 8 36.00 4		
		Benmar - 7 31.50.		
		Pizza - 11 49.50.		
		Pizza - 4 18.00.		
		Mason - 3 13.50.		
		Keyser - 4 18.00.		
		39 pp	175 50	
			289 50	

PRELIMINARY MEETINGS

HOUSE OF APACHE/MONRO MUFFLER BRAKE

MR. NUGENT: This is referred by Planning Board. Request for 156 s.f. lot area, 8 ft. lot width, 5 ft. side yard, 11 ft. 8 in. building height, 80 s.f. sign area and 4 ft. sign height variances for one free-standing sign, 127 s.f. sign area variance for wall sign and 1 ft. variance for vertical dimension of sign, to construct muffler shop in C zone west of former ambulance building.

Steve Gaba, Esq. of Drake, Sommers, Loeb, Tarshis and Catania and Gregory Shaw, P.E. of Shaw Engineering appeared before the board representing this proposal.

MR. SHAW: It may seem like a lot of variances but it's really not. Just to orient the board, this property is on the south side of Route 94, five corners up here with the Hess Station, moving in this direction, you have Leonardo Cheese and then you have the vacant lot, then you have the former New Windsor Volunteer Ambulance Corps. As I said, we're asking for four variances, we're required to provide 40,000 square feet of lot area, we're only providing 39,844 square feet and as Mr. Nugent says, we're shy about 160 feet. With respect to lot width, we are required to provide 200 feet and we are providing 192 feet. That is the maximum that we can provide in this case. If we were to pull the building forward or pull it to the rear, we would be diminishing that lot width which we're providing. With respect to the side yard, we're required to provide 30 feet. We're providing 25. A reason for that is that we need this narrow band for access to the rear of the property for fire fighting equipment. So we're providing 25 foot aisle and bays of the constriction in the lot due to the lands of the former volunteer ambulance corps. We're only providing 25 feet on the westerly side. And finally, we're asking for a variance for building height, we're allowed 4 feet minimum distance to the nearest lot line, based upon the 25 foot side yard that would prohibit us from building anything larger than eight



feet four inches in height, which just doesn't work. So with that we're asking for a 20 foot variance. And of course with the sign variances also. Just give you a quick overview of the project, what we're providing is 4,500 square foot building for Monroe Muffler and Brake. With me tonight is George Jarrett, of Monroe Muffler Brake. If the board has any questions with respect to the operation, how it's run et cetera, he's the expert on it. It will consist of six bays and we'll be providing 32 spaces throughout the site. Zoning requires to us provide 32, we're providing 33, one extra. We don't anticipate using all that area for parking spaces. Based upon other operations, we estimate using probably 50% of the parking. The rest will be unused parking. Of the new facility, 2,250 square feet will be repair area, storage will be 1,725 feet and the sales office will be a very small portion, 525 feet. Again, this is a sketch plan. Should we obtain the variances we're going to have to embellish it with landscaping and lighting and all the other good things that the Planning Board requires. We felt this was inappropriate to petition this board for the variances at hand. So with that, I'd be happy to answer any questions or Mr. Jarrett or Mr. Gaba, who's counsel for the applicant.

MR. LANGANKE: Do you have a lot of cars that stay overnight or do they generally go out the same day?

MR. JARRETT: No cars kept on the lot overnight. As a matter of fact, we have a practice of bringing the vehicles into the service bays in the evening anyway for security. Number 2, to make sure that the customers pay for the vehicles and don't come with a spare key and drive away so the lot is clean at night. We do not have any cannibalized hulks sitting in the parking lot waiting for parts. We're not in that type of business.

MR. LANGANKE: What do you do with the parts you take off the cars?

MR. JARRETT: We have a recycling center in the back we recycle as much as possible basically the metal exhaust pipes, all paper products are shipped back to the

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warehouse in Rochester. Those are recycled. White paper, cardboard is all recycled. We also recycle catalytic converters. There are certain raw metals within those converters that are recycled by people, platinum, so on so forth. Pretty minimal waste coming out of the facility.

MR. LANGANKE: How big is your chain?

MR. JARRETT: We're company owned and operated operation. We're listed on the New York Stock Exchange. We have a 185 locations operating right now in ten states. We open a new location every week and a half.

MR. LANGANKE: Where is the nearest one to New Windsor?

MR. JARRETT: Poughkeepsie, that area up the Hudson.

MR. LANGANKE: Thank you.

MR. JARRETT: We're based out of the Rochester, New York.

MR. NUGENT: Curb cuts been approved?

MR. SHAW: No.

MR. TORLEY: What about the fire department?

MR. SHAW: That it will have to go to them for referral also. Our initial trip to the Planning Board was rather quick. They denied our application and sent us right here. Should we obtain the variances, we have to resume the review.

MR. TORLEY: Your presentation part of the need for this side yard variance is to allow proper fire access?

MR. SHAW: That is one of the justifications and also proper aisle width, we felt if it was constricted anymore, it wouldn't be appropriate.

MR. BABCOCK: I have the application from the Planning Board and the fire department approved it on 1/8/93.

MR. SHAW: I didn't know that, thank you, Mike.

MR. TORLEY: One other question on the sign, would you speak to the need for this 80 foot sign variance?

MR. SHAW: Yes.

MR. TORLEY: Would you elaborate why you think you need to have a sign 80 square feet bigger than allowed by code?

MR. SHAW: Maybe you want to address that, George, as to why we're requesting the square footage that we're requesting. You're referring to the building signs, am I correct?

MR. TORLEY: Yes. No, the freestanding.

MR. SHAW: I think we have one of them also.

MR. LUCIA: Building sign is height?

MR. TORLEY: You have a rather large building sign. How much of a freestanding sign do you need? You're not far off the road.

MR. JARRETT: The way your code reads freestanding sign can be 40 square feet maximum for the whole property. That is 20 square foot per side and building signage is 5 percent of the wall area not to exceed 80 square feet. We would like to have more than 80 square feet of signage on the building to allow people to see that we're in the business, we're also set back in typically a little bit farther from the front property line due to the nature of our business. We have the parking stalls, you have the green area and we also have to have 30 feet from the front of the building to the first parking spot to allow the vehicles which are pulled in and packed out backed out of the service bays to get in in one fell swoop so they are not doing a number of K turns. So that puts us further off the street than a normal 20 foot travel lane. We're sunk back in between two buildings, we'd like to be visible so that we can be profitable.

MR. TORLEY: I'm just concerned that you are asking for two oversized signs essentially one of height, one of size. I wonder if you really need both.

MR. JARRETT: We would like both, yes.

MR. LANGANKE: Is this a standard Monro Muffler sign or is it unique to this location?

MR. JARRETT: This is reduced in the amount of signage. We typically put up a 60 square foot freestanding sign that is the maximum sign that we'll put up. That is one side now I'm talking six by ten freestanding sign. We have a number of operations where we go into Virginia we're allowed 900 square feet of signage. We do not exceed 60 square feet. Our typical building would encompass 36 inch letters on the front 147 feet of signage. We have reduced that in respect to your ordinances so we're not asking for what would be cookie cutter prototype, whatever you'd like to call it.

MR. LANGANKE: Trying to fix your needs within our code as much as possible?

MR. JARRETT: Yes.

MR. TORLEY: About the signs, are they illuminated?

MR. JARRETT: Yes, freestanding sign is internally illuminated, the signage on the building is not internally illuminated. Site lighting lit by security lights. We do not have strip lighting and indirect lighting on those. Essentially, they are decals stuck onto a luca (phonetic) bond finish. It's a metal clad product. Essentially like a boat decal.

MR. HOGAN: You wouldn't have any photographs of the front of the building with the signage?

MR. JARRETT: I do not. I will for the next hearing.

MR. TORLEY: I think you have done a good job of fitting the building on the lot and the variance you're asking for as far as area are small, the signs are

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beginning to bother me because it's a big sign on the building. You're only 50 feet off the road.

MR. NUGENT: What's the one foot variance for, vertical dimension?

MR. BABCOCK: Not allowed to exceed 2 foot vertical.

MR. NUGENT: On the letters?

MR. BABCOCK: On the lettering on the building, yes. So is he one foot, he's asking for that.

MR. NUGENT: Larry, to answer your question, they are 67 feet from the road.

MR. TORLEY: Three foot letters.

MR. JARRETT: 50 plus the green area out to the curb line.

MR. TORLEY: This room is about 32 feet?

MR. LANGANKE: Well, I feel if you go around Town you see a lot of really unprofessional signs and I think--

MR. TORLEY: Because you've got a lot of signs that are crummy--

MR. LANGANKE: They are established a chain, they put a lot of effort into making attractive signs and I'm trying to visualize it and I don't think I'm offended by it so far. I'm just relaying some of the impressions that I am getting.

MR. TORLEY: Just seems to me that really have three foot tall letters on a building 66 feet off the road means I don't really know if you need an oversized freestanding sign right there as well. Three foot tall letters can be seen quite a long way off.

MR. SHAW: You're about 80 feet from the curb line just to run through the numbers 4 foot apron, 26 foot aisle, the parking is 50.

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MR. NUGENT: Letters on the freestanding going to be three feet also.

MR. BABCOCK: No.

MR. NUGENT: Sign is three feet too high, Mike? I'm trying to get this straight in my mind.

MR. LANGANKE: They are looking for a one foot variance on that sign.

MR. BABCOCK: The sign that they are proposing freestanding is 18 feet, they are allowed 15.

MR. NUGENT: 80 square feet is less the 40 already they are allowed.

MR. TORLEY: There's an area variance for this wall sign as well of 102 square feet.

MR. BABCOCK: Yes, they are allowed 20.

MR. NUGENT: That is all they are allowed on that building is 90 feet long this building they are only allowed 20 square feet?

MR. BABCOCK: Yeah, there's no--

MR. NUGENT: I thought it was the percentage.

MR. BABCOCK: No, not yet.

MR. NUGENT: Anybody have any other questions? I'll entertain a motion.

MR. TANNER: I'll make a motion we set them up for a public hearing.

MR. LANGANKE: I'll second it.

ROLL CALL

MR. TANNER	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE

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MR. HOGAN  
MR. NUGENT

AYE  
AYE

MR. LUCIA: If the board grants you a variance, since this is a service repair garage, you still need a special permit from the Planning Board for this use.

MR. SHAW: Correct.

MR. LUCIA: Also I see from the map Apache Associates owns land to the rear. When you come back for the public hearing, you might include in your presentation why they are not annexing a sufficient amount of property to obviate the need for the area variance. It may have to do with how the zone line cuts or different parcels of record but just lay something on the record. When you come back we'll need some photographs of typical signage, photographs of this site, copy of the deed and copy of the title policy on the property. And I'll give you a copy of Section 267 B of the Town Law. I've put an arrow in the margin applicable provisions on area variances. The board in granting these area variances has to weigh the benefit to you if the variance is granted as weighed against the detriment to the health, safety and welfare of the community by granting a variance and you have to speak to the 5 specific issues, if you would, when you come back.

MR. SHAW: Thank you. Steve, you can speak to that.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----x  
In the Matter of Application for Variance of

House of Apache / Monro Muffler Brake,  
Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

#93-1  
-----x

STATE OF NEW YORK )  
                              ) SS.:  
COUNTY OF ORANGE )

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age  
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On March 11, 1993, I compared the 40 addressed  
envelopes containing the attached Notice of Public Hearing with  
the certified list provided by the Assessor regarding the above  
application for variance and I find that the addressees are  
identical to the list received. I then mailed the envelopes in a  
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
11<sup>th</sup> day of March, 1993.

Deborah Green  
Notary Public

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)



Consideration **CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY**

**THIS INDENTURE**, made the 27 day of July, nineteen hundred and twenty two  
**BETWEEN** APACHE ASSOCIATES, a partnership,  
 with its principal office at 52 Elm Street, Huntington, New York  
 11743;

party of the first part, and HOUSE OF APACHE PROPERTIES, LTD, a domestic  
 corporation, with its principal office at 52 Elm Street,  
 Huntington, New York 11743;

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of ten dollars and other valuable consideration  
 paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
 or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
 lying and being in the Town of New Windsor, County of Orange, and State of  
 New York and bounded and described as follows:

SECT. 70  
 BLK. 1  
 LOT 2.1

BEGINNING at an iron bar on the Southerly side of New York State  
 Highway Route 94, leading from Route 32 to Newburgh, said point  
 of beginning being the Northwesterly corner of lands of Samuel  
 and Constantine Leonardo, Liber 167, Page 554 and Liber 2228  
 Page 133, and running:

CONTAINING: 0.916 Acre  
 All bearings are referred to Magnetic  
 North as February 1977.

1. Thence from said point of beginning along the Southerly  
 side of New York State Highway Route 94, North 80° 44'  
 44" East, 161.51 feet to a railroad spike;
2. Thence along the Westerly line of lands of New Windsor  
 Volunteer Ambulance Corps, Inc., Liber 2181, Page 334,  
 South 2° 32' 04" West, 70.00 feet to an iron bar;
3. Thence along the Southerly line of lands of New Windsor  
 Volunteer Ambulance Corps, Inc., North 80° 44' 44" East,  
 45.00 feet to an iron bar;
4. Thence along the Westerly line of lands of C. P. Mans,  
 Liber 2273, Page 73, South 2° 32' 04" West, 175.96 feet  
 to a recovered iron pipe at a stone wall corner;
5. Thence along the Northerly line of lands of Sanste  
 Properties, Inc., Fred Gardner and Herbert Slepoy,  
 D/B/A Apache Associates, South 83° 10' 34" West,  
 154.80 feet to an iron bar;
6. Thence along the Easterly line of lands of Leonardo, North  
 9° 38' 41" West, 234.21 feet to the place of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and  
 roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances  
 and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO  
 HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of  
 the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything  
 whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of  
 the first part will receive the consideration for this conveyance and will hold the right to receive such consid-  
 eration as a true and lawful first for the purpose of paying the cost of the

party of the first part, and HOUSE OF APACHE PROPERTIES, LTD, a domestic corporation, with its principal office at 52 Elm Street, Huntington, New York 11743;

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, and State of New York and bounded and described as follows:

SECT. 70  
BLK. 1  
LOT 2.1

BEGINNING at an iron bar on the Southerly side of New York State Highway Route 94, leading from Route 32 to Newburgh, said point of beginning being the Northwesterly corner of lands of Samuel and Constantine Leonardo, Liber 167, Page 554 and Liber 2228 Page 133, and running:

- CONTAINING: 0.916 Acre  
All bearings are referred to Magnetic North as February 1977.
1. Thence from said point of beginning along the Southerly side of New York State Highway Route 94, North 80° 44' 44" East, 161.51 feet to a railroad spike;
  2. Thence along the Westerly line of lands of New Windsor Volunteer Ambulance Corps, Inc., Liber 2181, Page 334, South 2° 32' 04" West, 70.00 feet to an iron bar;
  3. Thence along the Southerly line of lands of New Windsor Volunteer Ambulance Corps, Inc., North 80° 44' 44" East, 45.00 feet to an iron bar;
  4. Thence along the Westerly line of lands of C. P. Mans, Liber 2273, Page 73, South 2° 32' 04" West, 175.96 feet to a recovered iron pipe at a stone wall corner;
  5. Thence along the Northerly line of lands of Sanste Properties, Inc., Fred Gardner and Herbert Slepoy, D/B/A Apache Associates, South 83° 10' 34" West, 154.80 feet to an iron bar;
  6. Thence along the Easterly line of lands of Leonardo, North 9° 38' 41" West, 234.21 feet to the place of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*Penny Porter*

APACHE ASSOCIATES

*Fred Gardner*  
FRED GARDNER

STATE OF NEW YORK, COUNTY OF SUFFOLK

SS:

On the 22nd day of July 1991, before me personally came FRED GARDNER

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

*Regina Bordonaro*

REGINA BORDONARO  
Notary Public, State of New York  
No. 4913567 - Suffolk County  
Commission Expires 11-30-91

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

## Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

APACHE ASSOCIATES

TO

HOUSE OF APACHE PROPERTIES, LTD

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded at Request of  
CHICAGO TITLE INSURANCE COMPANY

Return by Mail to

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

**CHICAGO TITLE  
INSURANCE COMPANY**

FRED GARDNER, ESQ.  
52 Elm Street  
Huntington, NY 11743

Zip No.

LIBER 3475 PAGE 227

## POLICY OF TITLE INSURANCE



Issued by

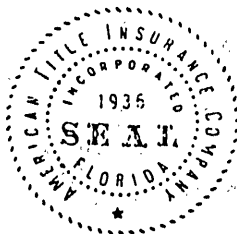
TITLE NO. HN 15 979 F  
POLICY NO. 357463

**american title insurance company**  
northeast region

American Title Insurance Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason or liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

*In Witness Whereof*, American Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

**american title insurance company**



*Frank B. Glavin*  
President

ATTEST:

*Chris G. Papazickos*  
Secretary

CONTAINING: 0.916 Acre

**SCHEDULE A**

Date of Policy April 9, 1986

Amount of Insurance \$ 158,000.00

TITLE NO. HN 15 979 F  
POLICY NO. 356463

Name of Insured: APACHE ASSOCIATES

The estate or interest insured by this policy is Fee Simple

vested in the insured by means of Deed dated April 8, 1986 made by  
ANTHONY MARSHALL as Executor to the  
insured, recorded in Orange County  
Clerk's Office on April 9, 1986 in  
Liber 2500 of Deeds at page 33.

The premises in which the insured has the estate or interest covered by this policy

Continued on attached page:

Countersigned and Validated

BY  \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

CONTAINING: 0.916 Acre

SCHEDULE "A"  
HN 15 979 F

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, and State of New York, and bounded and described as follows:

Beginning at an iron bar on the Southerly side of New York State Highway Route 94, leading from Route 32 to Newburgh, said point of beginning being the Northwesterly corner of lands of Samuel and Constantine Leonardo, Liber 167 Page 554 and Liber 2228 Page 133, and running:

1) thence from said point of beginning along the Southerly side of New York State Highway Route 94, North 80° 44' 44" East, 161.51 feet to a railroad spike;

2) thence along the Westerly line of lands of New Windsor Volunteer Ambulance Corps, Inc., Liber 2181 Page 334, South 2° 32' 04" West, 70.00 feet to an iron bar;

3) thence along the Southerly line of lands of New Windsor Volunteer Ambulance Corps, Inc., North 80° 44' 44" East, 45.00 feet to an iron bar;

4) thence along the Westerly line of lands of C. P. Mans, Liber 2273 Page 73, South 2° 32' 04" West, 175.96 feet to a recovered iron pipe at a stone wall corner;

5) thence along the Northerly line of lands of Sanste Properties, Inc Fred Gardner and Herbert Sleboy, D/B/A Apache Associates, South 83° 10' 34" West, 154.80 feet to an iron bar;

6) thence along the Easterly line of lands of Leonardo, North 9° 38' 41" West, 234.21 feet to the place of beginning.

CONTAINING: 0.916 Acre

## SCHEDULE B

TITLE NO. HN 15 979 F

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

Continued:



SCHEDULE "B"

TITLE NO.

POLICY NO.

HN 15 979 F  
357463

7. Rights if any, in favor of any electric light or telephone company to maintain guy wires, extending from said premises to poles located on the roads on which said premises abut, but policy does insure however, that there are no such agreements of record in connection herewith except as shown herein.
8. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy insures however, that there are no such agreements of record in connection herewith except as shown herein.
9. The exact acreage of the premises herein are not insured.
10. Riparian rights if any, in favor of the premises herein are not insured.
11. Rights of others to drain through creeks, or streams if any, which cross premises and the natural flow thereof is excepted.
12. Policy excepts any state of facts which a personal inspection of the premises herein described would disclose.
13. Survey dated March 12th, 1986 by Brinnier and Larios shows premises with two story frame house within bounds; Drive serves premises from ( and extends into right of way of) Route 94 at two places; Easterly drive extends into lands adjoining on the east; well, concrete slab, metal barn and block garage within bounds; frame barn within bounds; frame shed extends into premises adjoining on the east; utility lines cross premises to serve house; pole line runs through westerly portion of premises-poles, guys, and anchors within bounds; stone walls at northerly and southerly lines are within bounds as are hedges at north-erly line and along drive; remains of fence at westerly line - on line.  
  
No rights to maintain any portion of drives or shed outside of bounds are insured.  
  
Rights of utility company to maintain utility lines as pre-sently located are excepted.

Continued on attached page:

SCHEDULE "B"  
HN 15 979 F  
continued

14. Grant: Liber 737 cp. 332 - Liber 918 cp. 14  
Liber 1696 cp. 542
15. Subject to spring and pipe rights granted in Deed  
Liber 551 cp. 368 and by Deed Liber 582 cp. 198.
16. Subject to rights granted by Liber 909 cp. 210,  
however policy insures against the successful  
enforcement of same.
17. No lands lying in the bed or right of way of any street  
or road abutting or bounding the premises are insured.

(d) All payments made by this Company under this policy shall reduce the amount hereof *pro tanto*, except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

#### 6. CO-INSURANCE

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvements exceed twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into

separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgage.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

#### 7. ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

#### 8. SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The

rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

#### 9. MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

#### 10. NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

#### 11. POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

#### 12. VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be affected only by written endorsement. The recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances except real estate taxes, assessments, water charges and sewer rents.

*Pls. publish immediately. Send bill to: Drake, Summers, Loeb, Tarshi's & Catania  
One Corwin Cti, Newburgh, N.Y. 12550  
Attn: James R. Loeb, Esq.*

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 1

Request of HOUSE OF APACHE PROPERTIES LTD. and  
MONRO MUFFLER BRAKE, INC.

for a VARIANCE of

the regulations of the Zoning Local Law to

permit construction of a muffler shop and service  
repair garage with insufficient lot area, lot width,  
side yard and more than the allowable building height;  
sign area, sign height and vertical dimension of sign;  
being a VARIANCE of

Section 48-12 - Table of Use/Bulk Regs., Cols. C, D, F, I, N

for property situated as follows:

Route 94, Vails Gate (next to former ambulance bldg.)

known and designated on the New Windsor tax map as

Section 70, Block 1, Lot. 2.1.

SAID HEARING will take place on the 22nd day of  
March, 1993, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

JAMES NUGENT  
Chairman

By: Patricia A. Barnhart, Secy.

*(Please call me upon receipt - 563-4630)*

OFFICE OF THE PLANNING BOARD - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NY

Prelim.

3/8/93.

#93-1

NOTICE OF DISAPPROVAL OF SITE PLAN OR SUBDIVISION APPLICATION

PLANNING BOARD FILE NUMBER: 93-1

DATE: 2-3-93

APPLICANT: House of Apache Properties Ltd., 52 Elm St., Huntington, NY 11743.  
Monro Muffler Brake, Inc.

Page 1 of 2

2340 Brighton Henrietta Town Line Rd.

Rochester, N.Y. 14623

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED January 5, 1993

FOR (SUBDIVISION - SITE PLAN) Site Plan

LOCATED AT Rt. 94 - Vails Gate

ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 70 BLOCK: 1 LOT: 2.1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

REQUIRES AREA(LOT), LOT WIDTH, SIDE YARD  
AND BUILDING HEIGHT VARIANCES.

M. J. P. P.

TOWN BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS

PROPOSED OR  
AVAILABLE

VARIANCE  
REQUEST

ZONE C USE B-5

MIN. LOT AREA 40,000

39,844

156

MIN. LOT WIDTH 700

100

2340 Brighton Henrietta Town Line Rd.

Rochester, N.Y. 14623

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED January 5, 1993

FOR (SUBDIVISION - SITE PLAN) Site Plan

LOCATED AT Rt. 94 - Vails Gate

ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 70 BLOCK: 1 LOT: 2.1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

REQUIRES AREA(LOT), LOT WIDTH, SIDE YARD  
AND BUILDING HEIGHT VARIANCES.

*M. J. Baker*

TOWN BUILDING INSPECTOR

\*\*\*\*\*

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>C</u> USE <u>B-5</u>		
MIN. LOT AREA <u>40,000</u>	<u>39,844</u>	<u>156</u>
MIN. LOT WIDTH <u>200</u>	<u>192</u>	<u>8</u>
REQ'D FRONT YD <u>60</u>	<u>71</u>	<u>—</u>
REQ'D SIDE YD. <u>30</u>	<u>25</u>	<u>5</u>
REQ'D TOTAL SIDE YD. <u>70</u>	<u>89</u>	<u>—</u>
REQ'D REAR YD. <u>30</u>	<u>115</u>	<u>—</u>
REQ'D FRONTAGE <u>N/A</u>	<u>161</u>	<u>—</u>
MAX. BLDG. HT. <u>4'11" = 8'-4"</u>	<u>20'</u>	<u>11'-8"</u>
FLOOR AREA RATIO <u>0.50</u>	<u>0.11</u>	<u>—</u>
MIN. LIVABLE AREA <u>N/A</u>	<u>N/A</u>	<u>N/A</u>
DEV. COVERAGE <u>N/A</u> %	<u>N/A</u> %	<u>N/A</u> %
O/S PARKING SPACES <u>32</u>	<u>33</u>	<u>—</u>

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT: (914-565-8550) TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

CC: Z.B.A., APPLICANT, P.B. ENGINEER, P.B. FILE

Greg-1-3695

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: FEBRUARY 24, 1993

APPLICANT: MONRO MUFFLER BRAKE, INC.  
2340 BRIGHTON HENRIETTA TOWN LINE ROAD  
ROCHESTER, N.Y. 14623

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: FEBRUARY 3, 1993

FOR (BUILDING PERMIT): 93-1

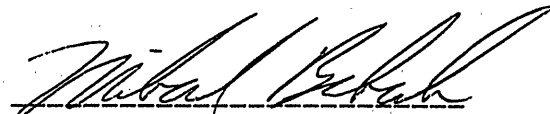
LOCATED AT: ROUTE 94, VAILS GATE, NEW WINDSOR, N.Y.

ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 70 BLOCK: 1 LOT: 2.1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. FREESTANDING SIGN EXCEEDS 40 SQ. FT.
2. FREESTANDING SIGN EXCEEDS 15 FT. HEIGHT
3. WALL SIGN EXCEEDS 20 SQ. FT.



BUILDING INSPECTOR

\*\*\*\*\*

PERMITTED

PROPOSED OR  
AVAILABLE

VARIANCE  
REQUEST

ZONE C

USE N-9

SIGN

DATE: FEBRUARY 24, 1993

APPLICANT: MONRO MUFFLER BRAKE, INC.  
2340 BRIGHTON HENRIETTA TOWN LINE ROAD  
ROCHESTER, N.Y. 14623

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: FEBRUARY 3, 1993  
FOR (BUILDING PERMIT): 93-1

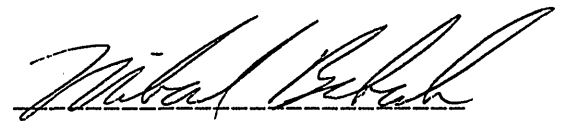
LOCATED AT: ROUTE 94, VAILS GATE, NEW WINDSOR, N.Y.

ZONE C

DESCRIPTION OF EXISTING SITE: SEC: 70 BLOCK: 1 LOT: 2.1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. FREESTANDING SIGN EXCEEDS 40 SQ. FT.
2. FREESTANDING SIGN EXCEEDS 15 FT. HEIGHT
3. WALL SIGN EXCEEDS 20 SQ. FT.



BUILDING INSPECTOR

\*\*\*\*\*

<u>PERMITTED</u>		<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
<u>ZONE C</u>	<u>USE N-9</u>		
<u>SIGN</u>			
<u>FREESTANDING</u>	40 SQ. FT.	120 SQ. FT.	80 Sq. Ft.
<u>HEIGHT</u>	15 FT.	18 FT.	3 Ft.
<u>WALL SIGNS</u>	20 SQ. FT.	147 SQ. FT.	127 Sq. Ft.
<u>TOTAL ALL SIGNS</u>			
<u>FEET FROM ANY LOT LINE</u>			

THE VERTICAL DIMENSION SHALL NOT EXCEED 2 FT.

<u>PERMITTED</u>	<u>PROPOSED</u>	<u>VARIANCE</u>
2 FT.	3 FT.	1 FT.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF  
APPEALS.

CC: Z.B.A., APPLICANT, B.P. FILE



MONRO MUFFLER BRAKE, INC. SITE PLAN (93-1)

Mr. Gregory Shaw of Shaw Engineering appeared before the board representing this proposal.

MR. VAN LEEUWEN: What property is it.

MR. SHAW: Next to the ambulance corps.

MR. BABCOCK: Where they tore Marshall's house down.

MR. SHAW: This is owned by House of Apache Properties Limited.

MR. PETRO: For your own information, we do have an approval from the Fire Department and from the Water Department.

MR. SHAW: Just to give you a quick overview, the parcel is just a little bit shy of 40,000 square feet, as you mentioned, it's on 94, it's immediately west of the former ambulance corps building and it's very close to the 5 corner intersection. The proposal before you tonight is to develop a 4,500 square foot facility for Monro Muffler Brake. It's not a gasoline operation business, it's a service repair garage. They would do mufflers, they'll do brakes and some other miscellaneous servicing of vehicles. The purpose of coming before you tonight is to get a rejected to allow us to go before the ZBA. If you look up in the zoning schedule you'll see that we're in a C zone which is designed shopping. For openers, we're going to need a special permit from this Planning Board to operate a service repair garage in this particular zone. In addition to that, if you look over in provided, you'll see the double asterisks, we're about 100 square feet shy of the lot area we're going to need a variance for that.

MR. VAN LEEUWEN: You need 40,000 square feet.

MR. SHAW: We're shy eight feet on the lot width, we'll need a variance for that also. On the side yard, we're only able to provide 25 feet. We're required to

provide 30 feet so we'll need a 5 yard variance on that and again the building height which is based upon the distance to the nearest lot line based upon our current setbacks we're only allowed to go to a height of eight feet four inches which is not acceptable, our building height will be 20 feet so we'll need a variance for that. So we need 4 variances. So as I said, the purpose coming before you tonight is not only to discuss the project, if you have any questions, but really just a formality to get a rejection from this board to go to the Zoning Board of Appeals and to hash out the variances and then return back to this board for site plan approval.

MR. VAN LEEUWEN: One thing I'd like to see and you didn't put in there.

MR. SHAW: That is sketch, it's not the site plan.

MR. VAN LEEUWEN: I make a motion we approve.

MR. SCHIEFER: I'll second it.

MR. PETRO: Motion has been made and seconded to approve Monro Muffler Brake site plan by New Windsor Planning Board. Is there any further discussion by the members? If not, roll call.

ROLL CALL

MR. VAN LEEUWEN	NO
MR. SCHIEFER	NO
MR. DUBALDI	NO
MR. LANDER	NO
MR. PETRO	NO

MR. PETRO: Obviously, you have to seek variances from the New Windsor Zoning Board once you've received those variances have them in place on your plans you can then appear before the New Windsor Planning Board again.

MR. SHAW: Thank you.

MR. KRIEGER: Didn't we have a standard letter for referral for this variance?

MR. EDSALL: Planning Board does have a referral form to it attached is a copy of the minutes if the board has any comments regarding the layout, this is the time to get it in the record. If they support or not support the layout as shown.

MR. VAN LEEUWEN: I'll support it.

MR. PETRO: I don't think we have a problem.

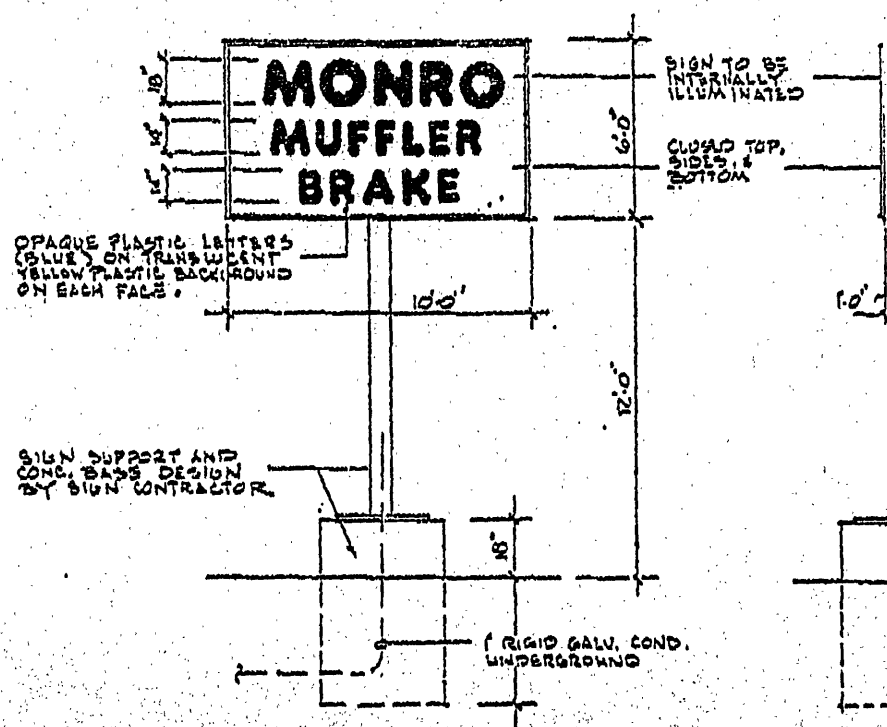
MR. EDSALL: One of the things that may be to the applicant's advantage to get in the minutes is the fact that the building is placed in a form that allows for the desired access around it for the fire department as well they have what it was explained to me the reason why the building is placed where it is front to back so that the vehicle storage for cars being worked on can be behind the building so it is not unsightly. So there's a reason and a purpose for the manner in which the site was laid out which the reason I'm putting it in the minutes, they could effectively put the building in a less desirable position functionally to avoid the need for variances but that in fact may cause a situation where the fire department may reject the plan and you may have vehicles parked in front of the buildings which may not meet this board's approval.

MR. DUBALDI: See what ZBA says, that is all.

MR. EDSALL: If you want it for the record, get it in that you support the reasons why they've placed the building like they did. This is the time to do it so the applicant has your support when they go to the ZBA.

MR. PETRO: I think the members would concur with the Planning Board Engineer and we do support the design as it stands and good luck at the Zoning Board.

MR. SHAW: Thank you.



**PYLON SIGN ELEVATION**

20'-2"

40'-0" SIGNAGE - BLUE LETTERS  
BY MONRO

20'-2"

9'-0"

**MONRO MUFFLER BRAKE**

**FRONT ELEVATION**

60'-0" 1/8" = 1'-0"

EE 140-33 TUE 14 44 0



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

40

February 19, 1993

Shaw Engineering  
744 Broadway  
PO 2569  
Newburgh, NY 12550

Re: Tax Map Parcel: 70-1-2.1  
Owner: House of Apache Properties Ltd.

Dear Mr. Shaw:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$65.00, minus your deposit of \$25.00. Please remit the balance of \$40.00 to the Town Clerk's office.

Sincerely,

*Leslie Cook*

Leslie Cook  
SOLE ASSESSOR

LC/cad  
Attachments  
cc: Pat Barnhart

Leonardo, Constantine  
18 Oak St  
Newburgh, NY 12550

Leonardo, Samuel  
7 Dogwood Hills Rd.  
Newburgh, NY 12550

Windsor Enterprises, Inc.  
PO Box 928  
Vails Gate, NY 12584

C P Mans  
PO Box 247  
Vails Gate, NY 12584

Bahri, Jamil & Motran Jamal  
16 Academy Ave.  
Chester, NY 10918

Panella, Emilio  
PO Box 473  
Vails Gate, NY 12584

V G Maximus Inc.  
c/o Joseph Pisani  
203 Cambridge Court  
New Windsor, NY 12553

Barbaro, John  
6 Truex Dr.  
New Windsor, NY 12553

Lekis, Edward F. & Jo Ann M.  
PO Box 204  
Vails Gate, NY 12584

Melore, Philip M. & Christina M.  
10 Truex Circle  
New Windsor, NY 12553

Vander Maas, Brian K. & Bridgette A.  
12 Truex Dr.  
New Windsor, NY 12553

Fernandez, Michael A. & Michael R.  
9 Truex Circle  
New Windsor, NY 12553

Tosco, Salvatore & Carolina  
7 Truex Circle  
New Windsor, NY 12553

Bagarozzi, Michael & Grimalda Sanchez  
18 Truex Dr.  
New Windsor, NY 12553

Koller, Karl & Janet  
16 Truex Dr.  
New Windsor, NY 12553

Wynder, Jr. Kenneth N.  
14 Truex Dr.  
New Windsor, NY 12553

Slepoy, William & Andrew & Jacqueline & Gardner, Fred  
c/o Friendly Ice Cream Corp.  
1855 Boston Rd.  
Wilbraham, MA 01095 *Duplicate*

Slepoy, William & Andrew & Jacqueline & Gardner, Fred  
c/o Slepoy/Gardner  
104 S. Central Ave. Room 20 *Duplicate*  
Valley Stream, NY 11580

Scheiner, Alan & Gale  
20 Truex Dr.  
New Windsor, NY 12553

Reed, Clarence & Zenobia B.  
3 Truex Dr.  
New Windsor, NY 12553

Harris, Benjamin  
PO Box 780  
Cornwall, NY 12518

Russell, Julia & Virginia  
15 Truex Dr.  
New Windsor, NY 12553

Nevico, Howard C. & Margaret  
PO Box 92, 13 Truex Dr.  
Vails Gate, NY 12584

Zaccardi, Joseph A. & Melody Gay  
11 Truex Dr.  
New Windsor, NY 12553

Norstar Bank of Upstate NY  
Facilities Management, PO Box 911  
Newburgh, NY 12550

Mans & Miller Auto Centers, Inc.  
PO Box 247  
Vails Gate, NY 12584 *Duplicate*

Shedden, Joan A.  
Box 608A  
Vails Gate, NY 12584



V. G. R. Associates  
c/o Howard V. Rosenblum  
300 Martine Ave.  
White Plains, NY 10601

Prekas, Steve  
3 Warden Circle  
Newburgh, NY 12550

~~Prekas, Steve~~  
~~c/o ACSIS Foods Inc.~~ Duplicate  
~~PO Box 212~~  
~~Vails Gate, NY 12584~~

R & S Food Inc.  
249 North Craig St.  
Pittsburgh, PA 15213

NYS Dept. of Transportation  
Office of the State Comptroller  
A.E. Smith Office Bldg.  
Albany, NY 12236

Casaccio, Paul & Virginia  
41 Barclay Rd.  
New Windsor, NY 12553

Primavera, Joseph A.  
Box 88  
Marlboro, NY 12542

Angelo Rosmarino Enterprises, Inc.  
PO Box 392  
Vails Gate, NY 12584

Hess Realty Corp.  
c/o Amerada Hess Corp., Dean E. Cole, Manager  
1 Hess Plaza  
Woodbridge, NJ 07095-0961

Korngold, Louis M.D.  
135 Strawtown Rd.  
W Nyack, NY 10994

Brambury Associates  
765 Elmgrove Rd.  
Rochester, NY 14624

TGS Associates Inc.  
15 East Market St.  
Red Hook, NY 12571

S & S Properties Inc.  
123 Quaker Rd.  
Highland Mills, NY 10930

Conna Corporation  
Real Estate Dept.  
c/o Dairy Mart #6668  
210 Broadway  
E Cuyahoga Falls, OH 44222

McDonalds Corp. 031/0159  
PO Box 66207  
AMF Ohare  
Chicago, IL 60666

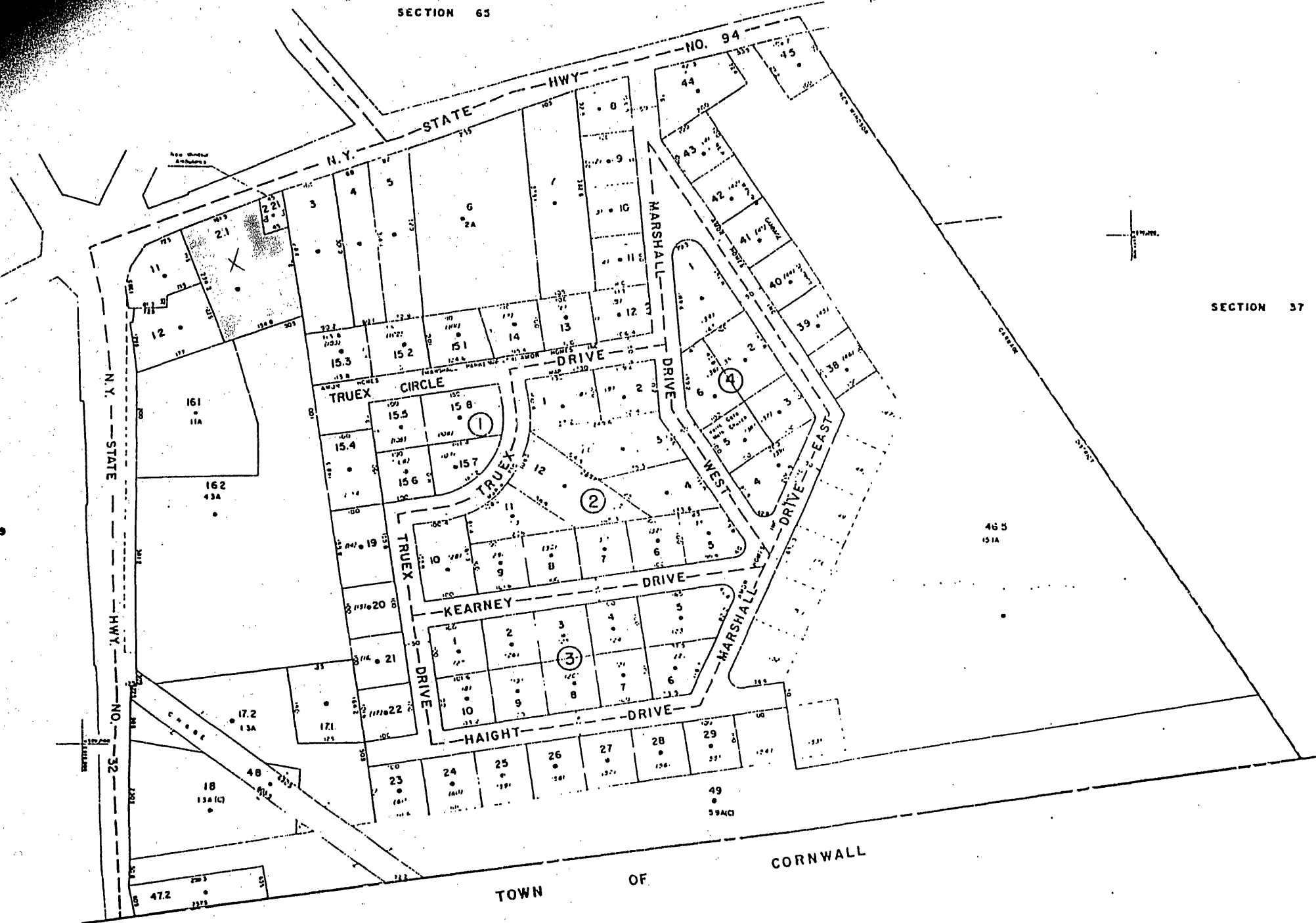
Slepoy, Herbert & Gardner, Fred  
104 S. Central Ave.  
Valley Stream, NY 11580

Mobil Oil Corporation  
Property Tax Dept.  
PO Box 290  
Dallas, TX 75221

SECTION 65

SECTION 37

SECTION 69



Prepared by  
**AERO SERVICE CORPORATION**  
A Division of Aerial Industries, Inc.  
FOR TAX PURPOSES ONLY  
NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
LOT OR VILLAGE LINE	BASEMENT LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
BLOCK & SECTION LINE	WATER LINE	ADJACENT	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREETS	DIMENSIONS	COUNTY HIGHWAYS
PROPERTY LINE			TOWN ROADS

**ORANGE COUNTY-NEW YORK**  
Photo No. 8-492,498 Date of Map 4-24-57  
Date of Photo 3-1-55 Date of Revision 3-1-51  
Scale 1" = 100'

**TOWN OF NEW WINDSOR**  
Section No. 70

ALL NEWBURGH SCHOOL DISTRICT  
TOWN OF NEW WINDSOR FIRE DISTRICT